



**Town of Reading  
16 Lowell Street  
Reading, MA 01867**

James E. Bonazoli, Chairman  
John Arena, Vice Chairman  
Ben Tafoya, Secretary  
Daniel Ensminger  
Marsie West

BOARD OF SELECTMEN  
(781) 942-9043  
FAX: (781) 942-9071  
Website: [www.ci.reading.ma.us](http://www.ci.reading.ma.us)

**NOTICE OF MEETING – BOARD OF SELECTMEN**

**DATE:** July 9, 2013  
**CALL TO ORDER:** 7:00 p.m.  
**PLACE:** Selectmen's Meeting Room  
16 Lowell Street, Reading, Massachusetts

**OFFICE HOUR – Marsie West**

**6:30**

- 1) **Reports and Comments**
  - a. Selectmen's Liaison Reports and Comments
  - b. Public Comment
  - c. Town Manager's/Assistant Town Manager's Report
- 2) **Open Session for topics not reasonably anticipated 48 hours in advance of the meeting**
- 3) **Proclamations/Certificates of Appreciation**
  - a. Retiring Volunteers who served 5+ years 7:20
  - b. Eagle Scouts 7:25
- 4) **Personnel & Appointments**
  - a. Audit Committee
  - b. Climate Advisory Committee
- 5) **Discussion/Action Items**
  - a. Town Accountant Quarterly Report 7:30
  - b. RMLD Tree Trimming 7:40
  - c. Hearing – Tree Removal at 89 Woburn Street 7:45
  - d. Hearing – Liquor License Violation – Meadow Brook Golf Club 8:15
  - e. Review Customer Service Survey Results 8:45
  - f. Award bids for purchase of 2 Audubon Road 9:00
  - g. Finalize FY14 Goals 9:15
- 6) **Approval of Minutes**
  - a. May 21, 2013
  - b. June 4, 2013
- 7) **Licenses, Permits and Approvals**
- 8) **Executive Session**
- 9) **Correspondence**
  - a. Email from Jane Fiore re: Adopt an Island Contest
  - b. Email from Ruth Clay re: Tobacco Compliance Checks

copy  
copy

RECEIVED  
TOWN CLERK  
READING, MASS.  
2013 JUL - 3 P 1:00

- |      |    |   |
|------|----|---|
| copy | c. | Email from Nancy Littlehale re: Off Leash Dog Walking   |
| copy | d. | Email from the Chamber of Commerce announcing the resignation of their Executive Director Julie Higgins |
| copy | e. | Email from Amy Guevara re: Harvest Road Bridge concerns   |
| copy | f. | Email from Christine Hansen re: Buffer Zone Ordinance: 30 – 54 Haven Street                             |
| copy | g. | Correspondence from Susan McFarland re: “Off Leash” dog walking in the Town Forest                      |
| copy | h. | Email from Alison Mitchell re: “Off Leash” dog walking in the Town Forest                               |

Note: This Agenda has been prepared in advance and does not necessarily include all matters which may be taken up at this meeting.

<b>DRAFT - BOARD OF SELECTMEN AGENDAS</b>			
<b>2013</b>			<b>2013</b>
<i>7/3/2013</i>		<b>Staff Responsibility</b>	<b>Estimated Start time</b>
	<b>July 9, 2013</b>		
Office Hour	Marsie West		6:30
Certificates	Retiring Volunteers who served 5+ years		7:20
Certificates	Eagle Scouts		7:25
	Town Accountant Report	Angstrom	7:30
	RMLD Tree trimming	Sullivan	7:40
HEARING	Tree Removal at 89 Woburn Street	Zager	7:45
Hearing	Liquor Violation - Meadow Brook	Cormier	8:15
	Review Customer Service Survey results	LeLacheur	8:45
	Award Bids for the purchase of 2 Audubon Road	LeLacheur	9:00
Appointment	Audit Committee		
	Finalize FY14 Goals	LeLacheur	9:15
	<b>July 30, 2013</b>		
	Discuss 'peer communities'	Roberts	7:30
	Memorial Park	Feudo	7:45
HEARING	Bertucci's Restaurant - Issuance of stock, new officer/director, new stockholder and transfer of stock		8:00
HEARING	Paint & Sip beer & wine license	LeLacheur	8:05
	Review & adopt - Traffic Rules and Regulations	Martel	8:15
	DPW & Cemetery garage sites	Zager	8:45
	Preview Special Town Meeting warrant	LeLacheur	9:30
	<b>August 20, 2013</b>		
Office Hour	Ben Tafoya		6:30
	Develop policy on affordable housing; Regional Housing Services Coordinator	Delios	7:30
	Follow up on Affordable Housing Trust Fund	LeLacheur	7:50
HEARING	Close Special Town Meeting Warrant	LeLacheur	8:00
	RCTV members report	LeLacheur	8:15
	Review final drainage studies	Zambouras	8:30
	Preview Subsequent Town Meeting	LeLacheur	9:15
	Set Liquor License Fees for CY14	LeLacheur	9:45
	<b>August 26, 2013</b>		
	Joint meeting with School Committee	@RMHS	7:45

	September 4 & 5 Rosh Hashanah	no meetings	
	September 10, 2013		
Office Hour	John Arena		6:30
	Town Accountant Report	Angstrom	7:30
	CAB (RMLD) member Report		7:45
	September 11, 2013 (Weds.) - Financial Forum (Woburn Street School)	Pleasant St. Ctr	
	September 16, 2013 - Special Town Meeting (Mon)	no meetings	
	September 19, 2013 - Special Town Meeting (Thurs)	no meetings	
	September 24, 2013		
	Reading/Wakefield Assessing update	LeLacheur	7:30
HEARING	Close Subsequent TM Warrant	LeLacheur	8:00
	Review BOS/TM Goals	LeLacheur	
	October 8, 2013		
Office Hour	James Bonazoli		6:30
	Tax Classification preview		
	October 9, 2013 (Weds.) - Financial Forum (FY15 Budget)	Pleasant St. Ctr	
	October 22, 2013		
	MAPC member Report		
HEARING	Tax Classification	Bd of Assessors	8:00
	October 29, 2013 (Tues.) - Special Election (Woburn Street School)	no meetings	
	November 5, 2013		
Office Hour	Dan Ensminger		6:30
	November 12, 2013 - Subsequent Town Meeting (Tues)	no meetings	
	November 14, 2013 - Subsequent Town Meeting (Thurs)	no meetings	

	<b>November 18, 2013 - Subsequent Town Meeting (Mon)</b>	<b>no meetings</b>	
	<b>November 26, 2013</b>		
	Tax Classification hearing		
	Approve Liquor Licenses		
	<b>December 10, 2013</b>		
Office Hour	Marsie West		6:30
	Approve licenses		
	Approve early openings/24 hour openings		
	<b>December 17, 2013</b>		
	Town Manager Performance Evaluation		
future agendas	Discuss driveway width issues	Zambouras	
	Strout Avenue Master Plan - after Town Forest planning work is done	Feudo	
	Grove Street parking issues	LeLacheur	
	Policy on Trust Fund Commissioners	Heffernan	
	Review license and permit fees	Delios	
	Consideration of Class 2 MV license - Global gas station.		
recurring items	Town Accountant Report	Jan-Apr-Jul-Oct	Qtrly
	Review BOS/TM Goals	Jan-May-Sept	Tri-ann
	Review Customer Service survey results	Jan & July	Semi-ann
	RCTV members Report	Feb & Aug	Semi-ann
	CAB (RMLD) member Report	Mar & Sept	Semi-ann
	MAPC member Report	April & Oct	Semi-ann
	Reading Housing Authority Report		Annual
	Reading Ice Arena Report		Annual
	Approve licenses	December	Annual
	Appointments of BCCs	June	Annual
	Tax Classification Hearing	Oct/Nov	Annual

**\*DRAFT\* FINCOM FY14 Schedule**

(All meetings are Wednesday at 7:30pm in Town Hall, unless noted)

**2013**

**July 24** regular meeting  
*August 20* BOS close Warrant for Special Town Meeting  
**August 21** regular meeting  
**September 11** Financial Forum I: Woburn St. School (at the Pleasant St. Center)  
*September 16* Special Town Meeting: Woburn St. School (begins Monday at RMHS)  
*September 24* BOS close Warrant for November Subsequent Town Meeting  
**October 9** Financial Forum II (at the Pleasant St. Center)  
**October 16** regular meeting (November TM Warrant Articles)  
*October 29* Special Election: Woburn Street School (Monday at RMHS)  
*November 12* Subsequent Town Meeting (begins Tuesday at RMHS)  
**December 11** regular meeting

**2014**

*January* Selectmen Town budget meetings (Tuesdays)  
*January* School Committee School budget meetings (Mondays & Thursdays)  
**January 8** regular meeting  
**January 29** Financial Forum III (at the Pleasant St. Center)  
**February 26** FY14 Budget Meetings (Town)  
*March 4* BOS close Warrant for April Town Meeting  
**March 5** FY14 Budget Meetings (Town)  
**March 12** FY14 Budget Meetings (Schools)  
**March 19** Annual Town Meeting Warrant Articles  
**March 26** FY14 Budget Meetings (Vote FY14 Budget & Town Meeting Articles)  
*April 8* Local elections  
*April 28* Annual Town Meeting (begins Monday at RMHS)  
**June 25** Year-end meeting

**Certificates of Appreciation for Outgoing  
Volunteers Who Served 5 Years or More**

**Bylaw Committee**

Philip Pacino 27 years

Dolores Carroll 26 years

**Constable**

Alan Ulrich 9 years

**Economic Development Committee**

Michelle R. Williams 6 years

**Finance Committee**

Harold Torman 9 years

**Historical Commission**

Mark Cardono 15 years

**North Suburban Planning Council**

George Katsoufis 5 years

**Town Forest Committee**

Patrice A. Todisco 5 years

*Paula - please have certificates made in advance for the July 9 BSA meeting. Bob*

**LeLacheur, Bob**

**From:** Ben Tafoya <btafoya@comcast.net>  
**Sent:** Sunday, June 23, 2013 10:45 AM  
**To:** LeLacheur, Bob  
**Subject:** FW: Eagle Court of Honor

*Bob*

Hi Bob,

I'm going to this today (see below). Could we get the appropriate declaration on our next agenda so we could send the citations out to the young men?

Thanks,

Ben Tafoya

40 Oak Street  
Reading, MA 01867

P: (781) 315-5920

---

**From:** Joe Westerman <joseph.westerman@verizon.net>  
**Date:** Thursday, June 6, 2013 8:18 AM  
**To:** Ben Tafoya <btafoya@comcast.net>  
**Subject:** Eagle Court of Honor

Ben,

Please share this with the appropriate individuals.

I am pleased to announce that **Jacob H. Westerman and Michael R. DeMild** have earned the rank of Eagle Scout. The Eagle Scout Award is a uniquely prestigious award - the highest rank that a Scout can earn - a goal achieved by fewer than four percent of all Scouts in the one hundred years of Scouting in America. Jacob and Michael will be presented this award in a ceremony to take place on Sunday, June 23, 2013 at 2:30 PM at the St Agnes Parish 186 Woburn Street, Reading, Massachusetts. Since so few scouts earn this distinguished award, it is not only special for the scout, but a celebration for all scouts.

The honor of your presence is requested. We would like to have you address the assemblage and congratulate the scouts on their outstanding achievement in attaining the rank of Eagle Scout, the highest rank in Scouting. Jacob's Eagle Service project was to lead a project to procure and install Fire Hydrant markers in the Town of Reading. Michael's Eagle service project was to lead a project to add a second set of stairs to the St. Agnes Parish lower parking lot.

If the responsibilities of your office prohibit you from attending our Celebration of the Eagle Scout Court of Honor, we would be pleased to read aloud a letter from you to Jacob Westerman and Michael DeMild and to present it to them at the time of their elevation to the rank of Eagle.

*3b1*



Correspondence to Thomas and Joseph may be sent to them in care of Mr Joseph Westerman, 17 Avon Street, Reading, MA 01867. Any inquiries may also be made to me at (781) 944-9119.

I take the liberty of thanking you in advance.

Sincerely,

Joseph Westerman  
Scoutmaster  
Troop 728, Reading, MA  
Boy Scouts of America

## APPOINTMENTS TO BECOME EFFECTIVE JULY 1, 2013

### Audit Committee

Term: 3 years

1 BOS Vacancy

Appointing Authority: Finance Committee, Board of Selectmen,  
School Committee, RMLD

<u>Present Member(s) and Terms(s)</u>	<u>Orig. Date</u>	<u>Term Exp.</u>
Barry Berman 54 Longview	(12)	2014 Fincom
Paul McNeice 20 Johanna Drive	(13)	2016 Fincom
Stephen Herrick 9 Dividence Road	(05)	2015 BOS
Chuck Robinson 81 Prospect Street	(05)	2014 SchCom.
<del>Camille Anthony 26 Orchard Park Drive</del>	<del>(04)</del>	<del>2013 BOS</del>
Phil Pacino 5 Washington St. Unit D6	(10)	2014 RMLD
Robert Spadafora 10 Corey Lane	(12)	2015 SchCom.

### Candidates:

\*Indicates incumbents seeking reappointment

## AUDIT COMMITTEE

### Term

Three years

### Appointing Authority

See below

### Number of Members

Seven Members appointed for three year terms so arranged that as near an equal number of terms as possible shall expire each year. No member of the Audit Committee shall be a Town employee; however, notwithstanding the provisions of Section 3.4.6 of these Bylaws to the contrary, a Finance Committee member may be a member of the Audit Committee. Two members shall be appointed by the Board of Selectmen, two members shall be appointed by the School Committee, two members shall be appointed by the Finance Committee and one member shall be appointed by the Reading Municipal Light Board.

### Meetings

As needed

### Authority

Town Meeting – November 12, 1992, Revised 3/3/03

### Purpose

The Audit Committee shall recommend to the Town Manager the firm of independent auditors that is to audit and report on the financial statements issued by the Town. The Audit Committee shall review the audit plan with the independent auditors and, upon completion of the audit, meet with the independent auditors to discuss the results of the audit and the annual financial reports. The Audit Committee shall transmit a copy of the completed annual audit and report to the Board of Selectmen, the Finance Committee, the School Committee and the Reading Municipal Light Board by the end of the calendar year within which the Fiscal Year covered by the audit occurs.



Town of Reading  
16 Lowell Street  
Reading MA 01867

Office of the Town Clerk  
781-942-9050

fax: 781-942-9070  
website: [www.readingma.gov](http://www.readingma.gov)

### MEMORANDUM

TO: Camille W Anthony  
26 Orchard Park Drive  
Reading, MA 01867

FROM: Peter I Hechenbleikner

DATE: May 6, 2013

RE: Reappointment to Audit Committee

Our records indicate that your term of office on the above Board, Committee or Commission will expire on June 30, 2013.

The Board of Selectmen's policy provides that:

1. All incumbents for terms that are expiring will be sent this questionnaire regarding their desire for reappointment. This form must be returned to the Town Clerk's Office by May 16, 2013.
2. All positions which are vacant or with terms expiring will be posted, including those where the incumbent desires reappointment.
3. Incumbents will not be required to fill out new citizen volunteer forms. The Board requests that all incumbents be available for an interview, or if you are not available, that you submit a written statement outlining your experience and your interest in being re-appointed.

Please indicate below whether or not you desire reappointment to this position, and return this signed form to the Town Clerk's Office by May 16, 2013. If we do not hear from you by this date, we will assume that you do not wish to be re-appointed.

\_\_\_\_\_ I wish to be considered for reappointment.

☒ I do not wish to be considered for reappointment.

  
Signature

5/23/13  
Date

cc: Committee Chairman

4a3

## APPOINTMENTS TO BECOME EFFECTIVE JULY 9, 2013

### Climate Advisory Committee

**Term:** 3 years

**Appointing Authority:** Board of Selectmen

<b><u>Present Member(s) and Term(s)</u></b>	<b><u>Orig. Date</u></b>	<b><u>Term Exp.</u></b>
Ron Daddario	97 Summer Avenue	(10) 2014
Ray Porter	529 Franklin Street	(07) 2015
David Williams	258 Haverhill Street	(08) 2014
Joan Boegel, Chairman	3 Highland Street	(10) 2015
<b>**Michelle Benson</b>	<b>128 Eastway</b>	<b>(06) 2016</b>
Gina Snyder (Associate)	11 Jadem Terrace	(06) 2014
Laurie A. Sylvia (Associate)	1176 Main Street	(11) 2014

---

### Candidates:

**\*\*Michele had requested to be reappointed as an Associate member during the reappointment process but was appointed as a full member. This was an oversight.**



Town of Reading  
16 Lowell Street  
Reading MA 01867

RECEIVED  
TOWN CLERK  
READING, MASS.

Office of the Town Clerk  
781-942-9050

2013 MAY 22 P 4:00  
fax: 781-942-9070  
website: www.readingma.gov

### MEMORANDUM

TO: Michele Benson  
128 Eastway  
Reading, MA 01867

FROM: Peter I Hechenbleikner

DATE: May 6, 2013

RE: Reappointment to Climate Advisory Committee

Our records indicate that your term of office on the above Board, Committee or Commission will expire on June 30, 2013.

The Board of Selectmen's policy provides that:

1. All incumbents for terms that are expiring will be sent this questionnaire regarding their desire for reappointment. This form must be returned to the Town Clerk's Office by May 16, 2013.
2. All positions which are vacant or with terms expiring will be posted, including those where the incumbent desires reappointment.
3. Incumbents will not be required to fill out new citizen volunteer forms. The Board requests that all incumbents be available for an interview, or if you are not available, that you submit a written statement outlining your experience and your interest in being re-appointed.

Please indicate below whether or not you desire reappointment to this position, and return this signed form to the Town Clerk's Office by May 16, 2013. If we do not hear from you by this date, we will assume that you do not wish to be re-appointed.

☒ I wish to be considered for reappointment. *As ASSOCIATE*

☐ I **do not** wish to be considered for reappointment.

*Michele Benson*  
Signature

*5/18/13*  
Date

cc: Committee Chairman

*Not a voting member*

462

---

**LEGAL NOTICE**



**TOWN OF READING  
NOTICE OF PUBLIC  
HEARING**

To the Inhabitants of the  
Town of Reading:

Please take notice that the Board of Selectmen of the Town of Reading will hold a public hearing on July 9, 2013 at 7:45 p.m. in the Selectmen's Meeting Room, 16 Lowell Street, Reading, Massachusetts to consider the request of the homeowner at 89 Woburn Street to remove a 22 inch diameter Elm tree that is located in the tree lawn in front of the residence.

A copy of the proposed document regarding this topic is available in the Town Manager's office, 16 Lowell Street, Reading, MA, M-W-Thurs from 7:30 a.m. - 5:30 p.m., Tues from 7:30 a.m. - 7:00 p.m. and is attached to the hearing notice on the website at [www.readingma.gov](http://www.readingma.gov)

All interested parties are invited to attend the hearing, or may submit their comments in writing or by email prior to 6:00 p.m. on July 9, 2013 to [town-manager@ci.reading.ma.us](mailto:town-manager@ci.reading.ma.us)

By order of  
Peter I. Hechenbleikner  
Town Manager

6/25, 7/2

---

501

## FUN FACTS ABOUT TREE ROOTS

- Tree roots are only interested in two things, water and air.
- Tree roots are opportunistic. They are looking for the closest source of water and air.
- Tree roots grow in the upper 18 inches of the soil. They extend out generally about one and a half times the diameter of the tree limbs depending on soil conditions.
- The tree roots that absorb water are only the single cell root hairs or fibrous roots at the very tip of the roots.
- Roots in house foundations are a symptom of foundations issues not the cause. This is true for other issues a homeowner may have with tree roots.
- Tree roots cannot penetrate barriers such as concrete, plastics or metals. They can exploit cracks or breaks that provide sources of water and air.
- As Tree Warden, I have not had a call regarding a street tree's roots causing damage to a house foundation.
- It has been past practice that the Town does not take responsibility for root issues from public trees affecting private property. It has been the responsibility of the homeowner to address them.
- When the Town Forestry Division plants trees we look at locations of driveways and underground utilities before we select locations for plantings.
- It is recommended that homeowners plant trees no closer than twenty feet from their foundation but that doesn't mean a tree that is closer would have issue with the roots and foundation.
- A properly installed and maintained foundation will not have issues with tree roots.

SC2



**LEGAL NOTICE**



**TOWN OF READING**

**ALLEGED VIOLATION -  
M.G.L. CHAPTER 138, §34 -  
SALE TO MINOR**

**To the Inhabitants of the  
Town of Reading:**

**Please take notice that the Board of Selectmen as the Licensing Authority for the Town of Reading will hold a public hearing on Tuesday, July 9, 2013 at 8:15 p.m. in the Selectmen's Meeting Room, 16 Lowell Street, Reading, Massachusetts to show cause why Meadow Brook Golf Corp. of Reading Mass d/b/a Meadow Brook Golf Club, Club License to Expose, Keep for Sale and to Sell All Kinds of Alcoholic Beverages to be Drunk on the Premises should not be modified, suspended or revoked for violating G.L. Chapter 138, §34 on June 20, 2013 to wit: the sale or delivery of alcoholic beverages to a person under 21 years of age.**

**All interested parties may appear in person, may submit their comments in writing, or may email comments to [townmanager@ci.reading.ma.us](mailto:townmanager@ci.reading.ma.us).**

**By order of  
Robert W. LeLacheur  
Town Manager**

SALLY M. HOYT, CONSTABLE OF READING  
P.O. BOX 531, READING, MA 01867  
TELEPHONE: 781-944-1191 -FAX: Same # - Press "Start"  
E-MAIL: sallyhoyt@hotmail.com

June 26, 2013

Mr. Robert W. LeLacheur, Jr.  
Reading Town Manager  
16 Lowell Street  
Reading, MA 01867

RE: Delivery of Notice of Hearing re: Violation for Serving Minor;  
Served on Dario Morelli In Hand on June 26, 2013, at Meadow Brook  
Golf Club, 292 Grove Street, Reading, MA 01867, Together With  
Associated Documents.

Dear Bob,

Enclosed is my Officers Return and Proof of Service for the above  
referenced documents served In Hand upon Dario Morelli, Manager of  
Meadow Brook Golf Club on June 26, 2013.

It was a pleasure to be of service to the Town of Reading.

Sincerely,



Sally M. Hoyt  
Reading Town Constable

522



**Town of Reading**  
**16 Lowell Street**  
**Reading, MA 01867-2685**

FAX: (781) 942-9071  
Email: [townmanager@ci.reading.ma.us](mailto:townmanager@ci.reading.ma.us)  
Website: [www.readingma.gov](http://www.readingma.gov)

**TOWN MANAGER**  
**(781) 942-9043**

Delivered in Hand

June 26, 2013

Dario Morelli  
Meadow Brook Golf Club  
292 Grove Street  
Reading, MA 01867

**NOTICE OF HEARING**

Alleged Violation - M.G.L. Chapter 138, §34 – Sale to Minor

Dear Mr. Morelli:

You are hereby notified that a public hearing will be held by the Board of Selectmen as the Licensing Authority for the Town of Reading, on Tuesday, July 9, 2013 at 8:15 p.m. in the Selectmen's Meeting Room, Town Hall, 16 Lowell Street, Reading, MA, to show cause why your Club License to Expose, Keep for Sale and to Sell All Kinds of Alcoholic Beverages to be Drunk on the Premises should not be modified, suspended or revoked for violating G.L. Chapter 138, §34 on June 20, 2013 to wit: the sale or delivery of alcoholic beverages to a person under 21 years of age.

This public hearing will be held pursuant to the provisions of G.L. c.138, §64. After the hearing, the Board of Selectmen may vote to suspend or revoke your license if it finds that there is satisfactory proof that a violation has occurred. You may appear on your own behalf and/or with your legal counsel and present witnesses.

For your information and review, copies of police report(s) concerning the alleged incident are enclosed herewith.

Sincerely,

Robert W. LeLacheur, Town Manager

Encl.

cc: Town Counsel  
Chief James Cormier  
Alcoholic Beverages Control Commission

523



## READING POLICE DEPARTMENT OFFICE OF THE CHIEF

**James W. Cormier**  
*Chief of Police*

15 Union Street, Reading, Massachusetts 01867  
Emergency Only: 911 All Other Calls: 781-944-1212 Fax: 781-944-2893  
E-Mail: JCormier@ci.reading.ma.us

Honorable Board of Selectmen  
16 Lowell Street  
Reading, MA 01867

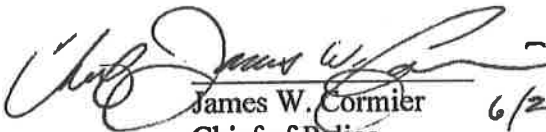
June 20, 2013

Dear Members of the Honorable Board of Selectmen,

I am requesting a hearing before you for a violation of MGL C138, S34, Sale or Delivery of an alcoholic beverage to a person less than twenty-one years of age. We assert the following serving establishment licensed by you committed the violation on June 20, 2013:

MeadowBrook Golf Club  
292 Grove Street  
Reading, MA 01867

Sincerely,

  
James W. Cormier  
Chief of Police 6/21/2013

524



**Reading Police Department**  
 Chief James Cormier  
 15 Union Street  
 Reading, MA 01867  
 (ph) 781-944-1212 (fax) 781-944-2893



v5.5n

READING POLICE DEPARTMENT  
 =====  
 INVESTIGATIVE ACTION REPORT

06/21/13 10:46  
 PAGE:

CASE#: D089676  
 org.case#:

rpt date: 06/20/13 19:31 reported: THURSDAY 06/20/13 17:43  
 from date: 06/20/13 17:43 to 06/20/13 17:47  
 ucr: 957 DET SPECIAL ASSIGNMENT

location: REA 292 GROVE ST and MEADOWBROOK GOLF CLU  
 follow up by: NONE NEEDED case status: CLEARED NORMAL  
 officer: rpt status: COMPLETE  
 Change Status: N review officer: 53 SGT DET SEGALLA  
 comp/vict notify: N sup review officer:  
 cir/involve type:

Solvability Factors CIR:

complaint: DETECTIVE UNIT CONDUCTING ALCOHOL COMPLIANCE CHECKS

reporting officer: 31 DET. IAPICCA assignment: C car: 8  
 second officer: 53 SGT DET SEGALLA sup/back-up: 53 SGT DET SEGALLA

\*\*\* NAMES \*\*\*

type	mast#	name/add	phone	dob	ss#
SUSP	104872	SARAFIAN, RITA			
INVL	070883	MEADOWBROOK GOLF C', 292 GROVE READING MA 01867	(781) 942-1334		
INVL	114336	MORELLI, DARIO L			

\*\*\* PROPERTY \*\*\*

prop.type	make	mod/style	color	ser#/vin#
EVIDENCE	rpt'd: 06/20/13	class: 02		
ALCOHOL	BUDWEISER	LIGHT		
id/desc: 12 OZ. BEER				en ncic:
reg #:		129906 -		
control #:	bin #:			analy #:
rt/dest:	MEADOWBROOK GOLF CLUB BARTENDER RITA SAFARIAN			

525

## \*\*\* NARRATIVE \*\*\*

The following is a summary of the events leading to this report. On Thursday June 20, 2013, the Reading Police Detective Unit conducted alcohol compliance checks. All of the towns' restaurants, packages stores, and clubs licensed to sell alcohol under c138s34, were checked; between 5:00 PM and 9:00 PM.

Two teams were set up for this alcohol compliance enforcement operation. The first team consisted of Det. Saunders and SRO Santasky with [REDACTED] 19 years of age; as the underage operative. The second team consisted of Sgt. Det. Segalla and I with [REDACTED] 18 years of age; as the underage operative.

Both operatives were photographed by Det. Saunders, their pockets emptied and turned inside out, and left all personal property, at the police station. Det. Saunders and SRO Santasky went over all of the compliance enforcement guidelines and release forms were signed and witnessed.

Det. Iapicca conducted breathalyzer tests on both operatives, using the portable breath test (pbt) #6510, both operatives registered a 0.00% result.

Criminal record and Registry of Motor Vehicle checks were run on both operatives with negative results.

Both operatives were given a \$20.00 bill from police department funds in their attempts to purchase alcoholic beverages during the compliance operation. Copies of the currency was taken. Both operatives were instructed to purchase a six pack of 12 oz. Bud Light bottles when entering a package store. A 750 ml bottle of wine if going into a specialty wine shop and to order a single bottle of Bud Light at a restaurant or club.

Sgt. Det. Segalla divided the towns' alcohol serving establishments between the two teams. A detailed list including the time in and out, establishment tested and address, any violation, was filled out for every alcohol selling business.

At approximately 5:43 PM, [REDACTED] alone entered the Meadowbrook Country Club, located at 292 Grove Street. At approximately 5:47 PM he returned outside with a cash registered receipt for \$3.50 for a bottle of Bud Light Beer he had purchased. I asked if he would describe the person who sold the beer to him. [REDACTED] stated that a black woman, with a black shirt, and black hair, that was behind the bar, sold him the Bud Light Beer. [REDACTED] gave her \$20.00 which she made change and a cash registered receipt for \$3.50; \$16.50 was given in change. Once [REDACTED] received his change and receipt, he left and came outside to meet us.

As I was entering the country club entrance, I was met by Mr. Robert Morelli, the function manager. Mr. Morelli was shaking his head and stated, "Pat I can't believe she sold to him!" [REDACTED] confirmed the person whom sold the beer to him as the woman behind the bar. I asked Mr. Morelli what name of the

586

bartender was, and he identified her as Ms. Rita Sarafain, [REDACTED]. Ms. Sarafain stated, she never asked the operative for any identification; she forgot to.

Sgt. Det. Segalla went over what the process with regards to the liquor license would likely entail. Mr. Morelli stated he was embarrassed and apologetic, that this never happened here before; which we acknowledged was their first offense.

We left the establishment and filled out the alcohol enforcement report, which was signed by our under age operative. We then continued with the remaining alcohol serving compliance checks. All other businesses successfully passed.

Upon returning to the police station, SRO Santasky administered the pbt to both underage operatives, with a 0.00% reading for each. Det. Saunders photographed each operative and collected \$20.00 from [REDACTED] and \$16.50 from [REDACTED]. Respective paperwork was filled out. A completed list of all alcohol serving establishments that were checked is attached.

No further action was taken.

Respectfully submitted,

Det. P. Iapicca #31 06/20/13

---

**Solvability Factors -**

Eliminated by Investigation:

Developed by Investigation:

Remaining for Investigation:

---

**Additional Evidence/Tech Work -**

Photographs [ ] Composite [ ] Fingerprints [ ] Other ☒

Performed by:

---

gen status: BAR TENDER IDENTIFIED AS RITA SARAFAIN

Det. P. Iapicca #31  
Investigating Officer's Signature

[Signature]  
Reviewing Officer's Signature Date

COMMONWEALTH OF MASSACHUSETTS

TOWN OF READING

NOTICE OF HEARING

Alleged Violation - M.G.L. Chapter 138, ss.34 - Sale to Minor

OFFICER'S RETURN AND PROOF OF SERVICE

I, Sally M. Hoyt, Constable, and Disinterested Person hereby swear under the penalties of perjury that on June 26, 2013, I served In Hand to Dario Morelli at Meadow Brook Golf Club, 292 Grove Street, Reading, MA 01867, the following documents:

1. Letter of Notice of Hearing dated June 26, 2013, addressed to Dario Morelli, Meadow Brook Golf Club, from Robert W. LeLacheur, Town Manager, Town of Reading;
2. Copy of letter from Reading Police Department, Office of the Chief, addressed to the Honorable Board of Selectmen, Dated June 20, 2013; and
3. Investigative Action Report of the Reading Police Department, dated June 21, 2013 (3 Pages).



---

Sally M. Hoyt, Constable, and  
Disinterested Person



### **3.2.6.2**

Holders of special licenses shall provide the liquor to the attendees of any event -- "bring your own liquor (or beer or wine)" will not be permitted. The license holder is required to comply with 204 CMR 4.00 (the prohibited practices requirements). License holders must purchase their alcohol from a licensed Massachusetts wholesaler, in compliance with M.G.L. Chapter 138, Section 14. Alcohol may not be purchased out of state, from a caterer, or from a Section 15 package store. The Town will provide to licensees a list of licensed Massachusetts wholesalers, or the method by which a licensee may obtain such a list.

### **3.2.6.3**

Holders of special licenses shall provide a bartender and/or servers who are trained and authorized to make decisions regarding continued service of alcoholic beverages to attendees (reference 3.2.1.9). There shall be no self service of any alcoholic beverage at an event approved as a special license.

### **3.2.6.4**

Applicants for special licenses shall provide proof of insurance to the Licensing Authority with the application for the one day license.

### **3.2.6.5 – Limitations**

A person or entity may only be issued a maximum of 30 Special Licenses in any calendar year.

### **3.2.6.6 - Exceptions:**

In the case of events held by private residents, outside of their private residence, the Licensing Authority shall not require a special license where: (1) the event is by invitation only, (2) money is not exchanged for alcohol, (3) tickets are not sold, (4) a donation is not required or solicited, or (5) an entrance fee is not charged.

### **3.2.7 – Enforcement**

#### **3.2.7.1**

Licensees violating applicable laws of the Commonwealth of Massachusetts, rules or regulations of the Alcoholic Beverage Control Commission, and/or of the Town of Reading Liquor Policies shall be subject to the following range of penalties:

<b><u>Offense</u></b>	<b><u>Penalty</u></b>
1 <sup>st</sup> Offense	Warning to three days suspension
2 <sup>nd</sup> Offense	Three days to six days suspension
3 <sup>rd</sup> Offense	Six days to 12 days suspension
4 <sup>th</sup> Offense	Show cause hearing for license revocation

The term "Offense" is defined as one violation of Massachusetts General Law, Chapter 138, and/or one violation of the Massachusetts Alcoholic Beverage Control Commission Rules and Regulations 204CMR, and/or Town of Reading local licensing regulations and any other law or regulation of the Town of Reading.

Examples of criteria to invoke penalties are based on the following:

- Severity and type of offense
- Number of prior offenses

The penalties are only a guide. The Licensing Authority may use its discretion in determining whether the facts surrounding a violation warrant a penalty which is more lenient or severe than that suggested by the guidelines.

The penalties shall not be construed as to limit the Licensing Authority's ability to consider alternative dispositions or further conditions on a license, or even alternative penalties (e.g. rolling back of the licensee's operating hours, suspension of the licensee's Common Victualers license, and/or suspending the licensee's entertainment license.)

#### **3.2.7.2 - Access to Premises by Police and Agents**

It shall be the responsibility of the licensee to ensure that procedures are in place, by posting a doorman or otherwise, to allow Police and authorized agents of the licensing Authority immediate entrance into the premises at any time employees are on the premises. Any delay in providing such access shall be cause for action against the license.

#### **3.2.7.3 - Posting of Notice**

Whenever the Licensing Authority warns a licensee or suspends the license or licenses of any licensee, the Licensing Authority shall provide the licensee with a sign containing the words "Closed by order of the Licensing Authority for the Town of Reading," or "warning issued by the Licensing Authority of the Town of Reading" and stating the reason for the warning or suspension. This sign shall be attached by the licensee on the inside of a window in a location designated by the Licensing Authority which location shall be visible from the outside of the licensed premises in a conspicuous place during the entire period of such warning or suspension.

#### **3.2.7.4 - Agents of the Licensing Authority**

The Licensing Authority hereby appoints the Chief of Police and the Police Department Lieutenants and Sergeants as agents of the Licensing Authority to insure that the policies of the Licensing Authority and the Massachusetts State Laws regarding Alcoholic Beverage Licensing are adhered to by all licensees.

#### **3.2.7.5 - Compliance Operations**

The Licensing Authority shall from time to time review with the Police Chief guidelines for compliance operations by the Police Department.

The Licensing Authority hereby assigns the responsibility of conducting annual inspections of liquor license holders to the Town Manager. These inspections will serve the purpose of reviewing and checking compliance with the Licensing Authority's liquor policies.

*Revised 2-10-09; Revised 9-22-09*

5610



[Surveys](#) > Results

Options

Customer Service Survey

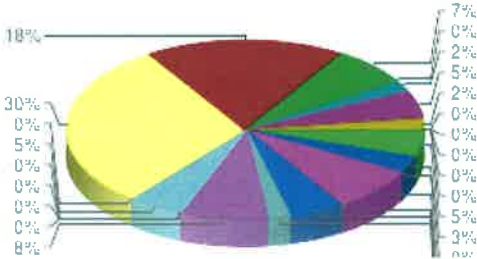
Show All Show

[Download Spreadsheet](#) | [Download PDF](#) | [CSV By Taker](#) | [Display by Taker](#) | [Manage Labels](#) | [Print](#)

1. What Department did you visit (please check all that apply)?

Answered: 48 Skipped: 2

- Accounting (0)
- Assessors (3)
- Building (2)
- Cemetery (0)
- Collectors (5)
- Conservation (0)
- Dispatch (0)
- Elder/Human (0)
- Engineering (3)
- Fire (1)
- Health (5)
- Human Resources (0)
- Library (0)
- Light Department (0)
- Planning (0)
- Police (3)
- Public Works - Roads (0)
- Public Works - Water/Sewer (18)
- Public Works - Other (11)
- Recreation (4)
- School Department (0)
- Technology (1)
- Town Clerk (3)
- Town Manager (1)
- Treasurer (0)
- Veterans (0)
- Zoning (0)
- Other - please describe further in next question (0)



2. What was the reason for your visit?

☒ Answered: 49 Skipped: 1

- sign up
- Water Conservation Rebate
- Water Rebate
- Water Conservation Rebate
- sign-up
- Various Reasons
- Rebate on new toilet and water conservation rebate
- Water Rebate
- Legal Issues
- Rebate
- Water Conservation Rebate
- Various Reasons
- Rebate

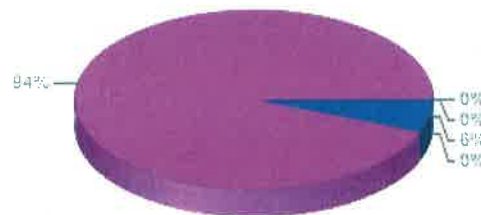
5el

- Rebate
- promoting event
- RYB
- Rebate
- New Washer - Rebate
- vendor/radios
- rebate
- Washer Rebate
- Water Conservation Rebate
- Water Rebate
- Washer Rebate
- ✗ FQcCYV <a href="http://mkbuddwdloiz.com/">mkbuddwdloiz</a>, [url=http://exciqyqoltfn.com/]exciqyqoltfn[/url], [link=http://pvqolqipqwq.com/]pvqolqipqwq[/link], http://gseznimyixhn.com/
- Water Conservation
- Plumbing Issues
- Rebate
- Purchase Rain Barrel
- Birth Certificate
- Rain Collection
- Well Permits Water
- Copy of Property Tax Bill
- 3 fold: deck permit, info regarding road work in progress in my neighborhood & info regarding signing for the Planning Board Committee
- Regerstating my dog
- ✗ TwvQcCEUDwAdCRshVJL
- Flood Zone Info
- Rebate Infomation
- Bill paying from overseas
- Rebate Form
- Get Washer Re-Embursement
- Rebate Program
- Various Reasons
- Rain Barrel Purchase
- Water cons. Rebate/low GPS toilets
- Water Conservation Rebate
- Well Permits Water
- Rebate Program
- Water Rebate

### 3. Were you assisted in a timely manner?

Answered: 50 Skipped: 0

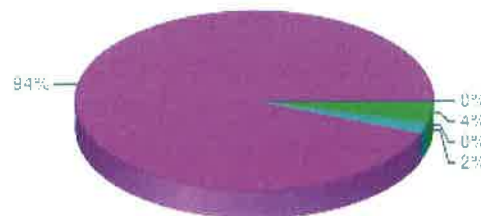
- 1 poor (0)
- 2 fair (0)
- 3 average (3)
- 4 good (0)
- 5 excellent (47)



### 4. Was the person who assisted you knowledgeable?

Answered: 50 Skipped: 0

- 1 poor (0)
- 2 fair (2)
- 3 average (0)
- 4 good (1)
- 5 excellent (47)

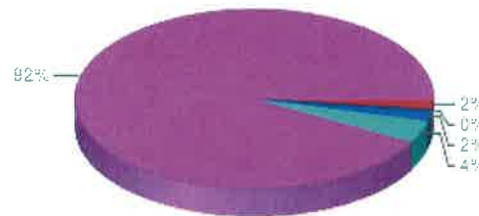


ser

**5. Was the person you spoke with professional/courteous?**

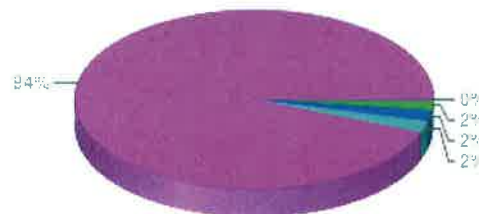
Answered: 50 Skipped: 0

- 1 poor (1)
- 2 fair (0)
- 3 average (1)
- 4 good (2)
- 5 excellent (46)

**6. Did you accomplish what you came for?**

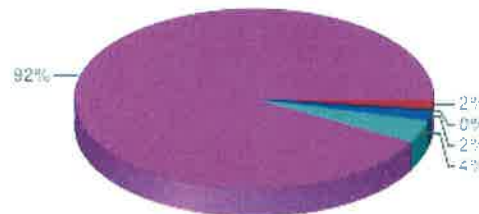
Answered: 50 Skipped: 0

- 1 poor (0)
- 2 fair (1)
- 3 average (1)
- 4 good (1)
- 5 excellent (47)

**7. Did you leave with a clearer understanding?**

Answered: 48 Skipped: 2

- 1 poor (1)
- 2 fair (0)
- 3 average (1)
- 4 good (2)
- 5 excellent (44)

**8. Any comments or suggestions on how we can enhance customer service?**

Answered: 31 Skipped: 19

- Rebate was processed within 2 days!
- The person who came to check washer was very nice and rebate check arrived very quickly!
- Everyone in the building was helpful & knowledgeable
- Great customer service.
- Thank you for your service and not passing judgement!
- Always treated with respect and professionalism when i deal with Town of Reading. Good work.
- Everyone in the building was helpful and knowledgeable
- The person on the phone and the gentleman that came to my home were courteous and professional. Good job!
- Rebate form requests "original" - should only request a copy I had to call to clarify
- Jenna Fiorente has been super helpful in assisting our non-profit find ways to promote a fundraiser that benefits the RPL.
- service was excellent
- very happy with prompt service and rebate payment.
- Love you guys!
- Great customer service
- The guy who came out to verify installation of our washer was extremely nice & efficient
- FQcCYV <a href="http://mkbuiddwdloiz.com/">mkbuiddwdloiz</a>, [url=http://excicyqoltfn.com/]excicyqoltfn[/url], [link=http://pvqolqiipqwq.com/]pvqolqiipqwq[/link], http://gseznimyixhn.com/
- Public Works Department is doing great.
- The DPW did a great job giving me the information I needed both on the phone and in person. They went out of their way to assist me. A job well done!
- None - She was amazing!
- Service was wonderful. Deb very pleasant person.

503

- Train all the Town Hall staff in customer service. In my 3 years of residing in the town and a dozen visits to Town Hall I have found the majority of the staff to be rude, in-patient and project the attitude that I am bothering them with my questions.
- Highly praise this this department
- Julie was wonderful
- ✗ 2eDEXB <a href="http://baeftzbypkeq.com/">baeftzbypkeq</a>, [url=http://qifxufrtgisi.com/]qifxufrtgisi[/url], [link=http://jwhexivacpgo.com/]jwhexivacpgo[/link], http://rujtlfgpwihe.com/
- The folks in Engineering were so helpful and professional
- Janine Brussard is amazing. I live abroad and I have property in Reading. She has been so helpful and kind and I am very grateful.
- Love You Guys!
- Everyone in the building was helpful and knowledgeable.
- I wanted to buy a rain barrel last year but your group had run out, delaying me 1 year
- Everything was fine!
- Great Customer Service

OPTIONAL: About You (so we can address any comments or concerns)

**9. What is your name?**

☒ Answered: 32 Skipped: 18

**10. What is your phone number?**

☒ Answered: 20 Skipped: 30

**11. What is your address?**

☒ Answered: 29 Skipped: 21

**12. What is your email address?**

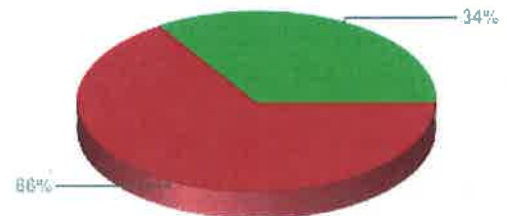
☒ Answered: 28 Skipped: 22

**13. May we add your information to our electronic mailing list that offers community updates?**

Answered: 32 Skipped: 18

Yes (21)

No (11)



SurveyMagik 5.0

©Copyright, All Rights Reserved

[SurveyMagik.com](http://SurveyMagik.com)

504

**Bid Record Sheet**  
**2 Audubon Road**  
**June 18, 2013**

<u>Company</u>	<u>Bid</u>
Sage Development Corp.	\$311,000
Bernie Winne	\$262,000
David Chuha	\$233,000

5F1



## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") by and between the Town of Reading, with offices at 16 Lowell Road, Reading, Massachusetts, 01867 (the "Town") and Sage Development Corp., PO Box 117, Reading, MA (James Lordan), (the "Purchaser").

The Board of Selectmen of the Town of Reading has been authorized, pursuant to the votes under Articles 14 and 15 of the Subsequent (Special) Town Meeting of 2011, convened on November 14, 2011 and pursuant to the vote under Article 7 of the Special Town Meeting of January 28, 2013 to sell a certain parcel of land located at 2 Audubon Road, Reading, MA, portions of Parcel ID 28-202 and portions of discontinued "old" Pearl Street

The Town has complied with all applicable legal requirements concerning such sale, including the issuance of a request for proposals pursuant to M.G.L. c. 30B, §16, a true copy of which is attached hereto as Exhibit 1 and incorporated herein by reference (the "RFP"); and

The Purchaser submitted a proposal in response to the said request for proposals (the "Proposal"), which the Town has determined to be the most advantageous of the proposals submitted in response to the RFP; and

The Town desires to sell and Purchaser desires to purchase the Premises in conformity with the terms of the RFP and the Proposal, and subject to the terms and conditions set forth herein.

In consideration of the promises set forth above, and the mutual promises set forth below, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, which consideration includes but is not limited to the seal, the parties, intending to be legally bound, hereby agree as follows:

1. **PURCHASE AND SALE.** The Town of Reading, a Massachusetts municipal corporation having a usual place of business at 16 Lowell Street, Reading, Massachusetts 01867, acting by and through its Board of Selectmen, hereby agrees to sell, and Purchaser hereby agrees to purchase, upon the terms hereinafter set forth, the Premises, consisting of the land, together with the buildings and structures thereon, if any, described in Exhibit 1 hereto, which description is incorporated herein by reference.

2. **TITLE DEED; NO REPRESENTATIONS OR WARRANTIES.** The Premises are to be conveyed by a quitclaim deed running to Purchaser, or to the nominee designated by Purchaser by written notice to the Town at least seven days before the deed is to be delivered as herein provided. The Town makes NO REPRESENTATION OR WARRANTY by said deed or hereby or otherwise that the title conveyed shall be good, clear or marketable title thereto; or that the Premises may be used for any particular purpose; or that the Premises complies with any applicable laws, statutes, codes, regulations or other legal requirements; or that the Premises will be assessed for purposes of real estate taxes on the basis of the purchase price set forth herein; it being understood that Purchaser shall accept the Premises "AS IS, WHERE IS." However, the

SF215



Purchaser shall only be required to purchase the Premises if the same has good, clear record and marketable title, subject only to matters of record which do not interfere with the Purchaser's proposed development of the Premises. In the event Purchaser's title examination discloses title deficiencies in said parcel or any portion of the remainder of said land to be included in the conveyance the Town agrees to use reasonable efforts and due diligence, in cooperation with the Purchaser, to clear or perfect said defective titles in a timely manner. For purposes of this paragraph, "reasonable efforts and due diligence" shall not require the Town to spend more than \$1,000, including reasonable attorneys' fees. The terms of this paragraph shall survive the delivery of the deed.

3. PURCHASE PRICE. The agreed purchase price for the Premises is \$311,000 of which ten per cent, \$31,100 is to be paid upon the signing of this Agreement and the balance \$279,900 is to be paid at the time of delivery of the deed in cash, bank, or certified checks or buyer's attorneys check. All checks shall be made payable to the "Town of Reading".

4. DEPOSIT. All deposits made hereunder shall be held by the Town Treasurer in an interest-bearing account using the Town's tax ID number and shall duly be accounted for at the time of performance of this Agreement. It is agreed that in the event the sale is consummated, all accrued interest on said deposits shall be divided equally between the Town and the Purchaser. In the event the Purchaser lawfully withdraws from this Agreement, the entire deposit plus all accrued interest shall be refunded to Purchaser forthwith and in such event this Agreement shall become null and void without further recourse to the parties hereto. In the event the Purchaser defaults, all accrued interest shall be paid to the Town together with the deposit, as set forth in Paragraph 10, below.

The terms of this paragraph shall survive the delivery of the deed.

5. TIME FOR CLOSING. Such deed is to be delivered at the at <sup>Reading Town Hall</sup> ~~Buyers attorney's office~~ unless otherwise agreed upon, on or before July 26, 2013 at 9:00 a.m.

6. TOWN'S RIGHTS. If the Town shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, the Town shall use reasonable efforts to remove any defect in title, or to deliver possession of the Premises, as the case may be, in which event the Town shall give written notice thereof to Purchaser at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of ninety (90) days. As set forth in Paragraph 2, above, "reasonable efforts" shall not require the Town to expend more than \$1,000, including reasonable attorneys' fees.

7. FAILURE TO CURE. If at the expiration of any extended time the Town shall have failed so to remove any defects that required said extension, then any payments made under this agreement and all accrued interest shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

8. PURCHASER'S ELECTION. If the Town shall not be able to deliver possession of and title to the Premises as herein provided, then Purchaser shall have the election at either the original or any extended time for performance to accept such title and possession as the Town can deliver. If Purchaser so elects, it shall pay the full sales price.

583

9. MORTGAGE CONTINGENCY. INTENTIONALLY DELETED

10. ACCEPTANCE. The acceptance of a deed by Purchaser or its nominee as the case may be, shall be a full performance in discharge and release of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

11. PURCHASER'S DEFAULT. If Purchaser shall fail to fulfill Purchaser's agreements herein, all deposits made hereunder by Purchaser and all accrued interest thereon shall be retained by the Town as liquidated and exclusive damages for any breach of this Agreement by Purchaser.

12 CONSTRUCTION. This instrument is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Town and Purchaser. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. The parties agree that in any action concerning this Agreement the rule of contractual interpretation that ambiguities shall be construed against the draftsman shall not be applied. The terms of this paragraph shall survive the delivery of the deed.


13 "AS IS, WHERE IS". Purchaser acknowledges that Purchaser has not relied upon any warranties or representations of the Town or of any person acting on behalf of the Town, and that Purchaser agrees to purchase the Premises "AS IS, WHERE IS," with no liability on the part of the Town for any condition or defect of the Premises, whether or not known to exist by the Town or any representative of the Town. The terms of this paragraph shall survive the delivery of the deed.

14. INCORPORATION BY REFERENCE. All of the terms and conditions set forth in the IFB with respect to the sale of the Premises and Purchaser's Proposal in response thereto are hereby incorporated herein by reference, including any restrictions on the use of the Premises set forth in the RFP.

15 TAXES. Pursuant to G.L. c. 44, §63A, Purchaser shall pay, at the time of the closing, a sum of money representing real property taxes due on the Premises during the balance of the municipal fiscal year (which runs from July 1 to June 30) and, if the closing occurs during the second half of the fiscal year, Purchaser shall pay the taxes due on the premises for the whole of the next fiscal year as well. Such taxes shall be paid pursuant to a pro forma tax bill to be issued by the Town and delivered at the closing to Purchaser and calculated on the basis of the purchase price.

16 EXECUTION OF DOCUMENTS. Purchaser or, at the Town's election, any nominee of Purchaser under ¶ 2 hereof, shall execute and deliver any and all documents which the Town

584



may reasonably request be so executed and delivered in connection with the transaction contemplated hereby, and shall do so promptly upon receiving such request, whether at or before the time of closing, including without limitation an affidavit pursuant to M.G.L. c. 60, §77B and a disclosure of beneficial interest form pursuant to M.G.L. c. 7, §40J. The Town shall cause to be executed and delivered at the Closing any and all documents reasonably and customarily required by the Purchaser's institutional lender or the Closing attorney, provided that any representations set forth therein are true. The terms of this paragraph shall survive the delivery of the deed.

17 NOTICE. Any notice or other communication hereunder shall be deemed to have been duly given (a) when hand delivered or (b) two (2) days after having been mailed by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, as follows:

if to the Town to: Robert LeLacheur  
Town Manager  
16 Lowell Street  
Reading Massachusetts 01867

with a copy to: Judith Pickett  
Brackett & Lucas, Counselors at Law  
19 Cedar Street  
Worcester, MA 01609

if to Purchaser: James Lordan  
26 Fairchild Drive  
Reading, MA 01867

with a copy to: Sheilah Reichardt, Esq.  
55 Eastway  
Reading, MA 01867

or to such other address or addresses as may from time to time be designated by either party by written notice to the other. The terms of this paragraph shall survive the delivery of the deed.

18 STANDARDS. Any matter or practice arising under or relating to this Agreement which is the subject of a practice or title standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable. The terms of this paragraph shall survive the delivery of the deed.

19. BROKER. The Town and Purchaser represent and warrant to each other that they have not contacted any real estate broker in connection with this transaction and were not directed to each other as a result of any services or facilities of any real estate broker. Each party (the

5/15

"Indemnifying Party") agrees to indemnify the other party (the "Indemnified Party") and to hold the Indemnified Party harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee asserted against the Indemnified Party as a result of any breach of the representations and warranties set forth in this paragraph by the Indemnifying Party. The terms of this paragraph shall survive the delivery of the deed.

20. FIDUCIARY LIABILITY. If the Purchaser executes this Agreement in a representative or fiduciary capacity, only the principal or the Estate represented shall be bound, and neither the person so executing for the Purchaser, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder. Under no circumstances shall the Selectmen or the Town Administrator be personally liable for the Town's obligations hereunder.

21. ADDITIONAL PROVISIONS. I have received a copy of the Purchase and Sale Agreement. This is a legally binding contract. If not understood, seek competent advice.

See Exhibit 1 Town's Request for Proposals, Exhibit 2 RFP, and Exhibit 3 Buyer's Proposal attached hereto and incorporated herein.

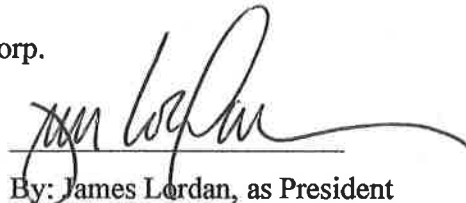
Buyers obligation to purchase the property herein is contingent upon Buyer obtaining good, clear, and marketable title from the Seller, and that the Buyer has the ability to obtain owners and lenders title insurance on the property without exception except for those standard exceptions listed on jacket A from a title insurance company qualified to do business in the Commonwealth of Massachusetts.

WITNESS OUR HANDS AND SEALS on and as of the date set forth above.

SELLER: BUYER:

TOWN OF READING,  
Board of Selectmen

Sage Development Corp.

  
By: James Lordan, as President

By: \_\_\_\_\_ and Treasurer

James E. Bonazoli, Chairman

By: \_\_\_\_\_  
John Arena

By: \_\_\_\_\_  
Ben Tafoya

546

By: \_\_\_\_\_  
Daniel A. Ensminger


By: \_\_\_\_\_  
Marsie K. West

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_, 2013, before me the undersigned notary public personally appeared, James E. Bonazoli, John Arena, Ben Tafoya, Daniel A. Ensminger and Marsie K. West, as the members of the Board of Selectmen for the Town of Reading proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

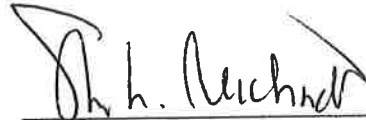
\_\_\_\_\_  
Notary Public

547 

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 3<sup>rd</sup> day of July, 2013, before me the undersigned notary public personally appeared James Lordan, proved to me through satisfactory evidence of identification, which was Mass Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public

SF8



# **Town of Reading**

## **Disposition of Real Property via Sale:**

**Property located at  
2 Audubon Road**

**Portion of Parcel ID 28-202 and a portion of the  
discontinued "old" Pearl Street**

**Request for Proposals**

**May 1, 2013**

3F9

## TABLE OF CONTENTS

		Page Number
I	INTRODUCTION AND BACKGROUND	3
	A. Background	3
II.	KEY DATES FOR PROPOSAL	3
III.	PROPOSAL INSTRUCTIONS	3
	A. Instructions to Proposers	3
	B. Site Visit	5
	C. Questions and Clarifications	5
	D. Notification of Award	5
	E. Operating Agreement	5
IV.	PROPOSAL REQUIREMENTS	5
	A. Minimum Requirements	5
	B. Financial Requirements	6
	C. Nature of Use	6
	D. Additional Narrative Information	6
V.	SELECTION PROCESS	6
VI.	PROPOSAL SUBMISSION REQUIREMENTS	7
	A. Submission	7
	B. Contact Information	7
 APPENDICES		
A	Certification of Non-collusion Form	
B	State Tax Certification Form	
C	Disclosure of Beneficial Interests in Real Property Transaction	
D	Copy of "Legal Advertisement for RFP Regarding Real Property"	
E	Locus Map of Pearl Street / Audubon Road	
F	Site Plan	
G	Fact Sheet	
H	Availability of 21e report and Title Examination	
I	Bid price form	
J	Draft Purchase and Sales Agreement	

SF10



## SECTION I. INTRODUCTION AND BACKGROUND

The Town Manager of the Town of Reading, on behalf of the Reading Board of Selectmen, is soliciting bids from interested parties for the disposition by sale, of the property located at 2 Audubon Road, Reading MA, a 17,935 + square foot portion of parcel ID 28-202 and a portion of the adjacent discontinued "old" Pearl Street. There are the following reuse restrictions on this property and the minimum bid price is \$200,000:

- ◆ Use is restricted to one single family home and appurtenant structures with no further subdivision of the parcel
- ◆ Driveway access is restricted to the Audubon Road frontage .
- ◆ Use will exclude application of the parcel as a 40b development

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts for sale must be strictly awarded in accordance with the requirements of the Request for Proposal regarding Real Property Transactions. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

### A. BACKGROUND

Based on action at the November 15, 2011 Subsequent (Special) Town Meeting, and action to discontinue portions of the adjacent "old" Pearl Street at a Special Town Meeting on January 28, 2013, it has been so determined that a certain parcel of land, in Reading, Middlesex County Massachusetts, a portion of parcel 28-202 along with a portion of the adjacent "old" Pearl Street, with a street address of 2 Audubon Road, shall be sold in accordance with Massachusetts General Laws for the disposition of property.

Factual Description: The parcel is irregular, having about 110.99 feet of frontage along the south side of Audubon Road and about 272.49 feet of frontage on Pearl Street; and a parcel land area of approximately 17,935 square feet (.726 acres) in total. The property contains a 20 water easement. The assessed value based on Fiscal Year 2013 Assessor's databases cannot be determined.

The Town of Reading has owned the property since it took title in 1863. .

## SECTION II. KEY DATES FOR THIS PROPOSAL

### Key dates for this Proposal

5/15/2013	Advertise in Central Register
5/20/2013	First Advertisement in Daily Times Chronicle
5/30/2013	Second Advertisement in Daily Times Chronicle
6/5/2013	Last day for questions to Town Manager
6/18/2013	Proposal Due in Town Manager's Office, no later than 1000 am Public Opening to take place immediately following.
Within 30 days	Recommendation to Board of Selectmen for Approval

## SECTION III. PROPOSAL INSTRUCTIONS

### A. INSTRUCTIONS TO PROPOSERS

1. Attention of all proposers is directed to Chapter 30B section 16 of the General Laws of the Commonwealth of Massachusetts governing transactions involving real property and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.
2. The Town Manager may cancel this RFP, in whole or in part, or may reject all proposals submitted in if it is deemed to be in the best interest of the Town.
3. Required forms are provided by the awarding authority in the appendices attached. Proposals shall be in ink or typewritten and must be presented in an organized and clear manner.
4. Questions or clarifications rising from these documents shall be submitted to the Town Manager in writing by letter or by email to [townmanager@ci.reading.ma.us](mailto:townmanager@ci.reading.ma.us). They must be submitted in accordance with section II "Key Dates for This Proposal".
5. Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Proposal by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the proposal as being unresponsive.
6. The proposer shall sign the proposal correctly in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the proposal will sign the document.
7. Proposers may correct, modify or withdraw the original proposals on or before the date and time as stated in the "Legal Advertisement". Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing.
8. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.
9. It is understood that the Vendor's offer to the Town of Reading will remain valid for 90 days past the submission deadline.
10. The proposer's attention is directed to the fact that all applicable state laws, municipal bylaws, and the rules and regulations of all authorities having jurisdiction over real property transactions shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.
11. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion attached (Appendix A).
12. All costs involved in preparing the Proposal will be borne by the bidder. The Town or any Department, Division, employee or section of the Town will not be liable for any costs associated with the creation of the Proposal.
13. Proposals, which are incomplete, conditional or obscure, may be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding.
14. Any proposal received after the date and time stated in the "Legal Advertisement" will be deemed "non-responsive" and shall not be opened. Unopened proposals will be returned to the proposer.

## **B. SITE VISIT**

There is no scheduled site visit. Potential bidders may view property on their own.

5F12

Directions to the current site can be found by calling the Town Manager between the hours of 7:30 to 5:30 Monday, Wednesday, and Thursday, and between the hours of 7:30 am and 7 PM on Tuesday, and a locus map is included as Appendix E in this RFP showing the location..

### C. QUESTIONS AND CLARIFICATIONS

Questions requiring clarification shall be submitted in writing, email or faxed to the Town Manager's office prior to 5:00 PM on the date indicated in section II in order to afford the Town adequate time to respond with a correction or additional information prior to the deadline for submission of proposals. Should it be found necessary, a written addendum will be incorporated into the RFP and will become part of the contract. Those who have received a copy of the RFP will be notified of such changes.

### D. NOTIFICATION OF AWARD

All proposers will be notified of the selection decision within 45 days of the date proposals are due to the Town unless otherwise notified by the Town. In no case will the award be made beyond 90 days unless both parties agree to extend the period of time in which the proposal is valid.

### E. PURCHASE AND SALE AGREEMENT

This Request for Proposal, as well as the selected vendor's proposal, and any addenda to that proposal, will become part of the purchase and sale agreement. The selected buyer must execute a Purchase and Sales Agreement with the Town of Reading within 30 days of notice by the Town of the approval to sell the property. The Town reserves the right to waive or extend this deadline as it sees fit. The Purchase and Sales Agreement will be in the form customarily employed by the Town, a copy of which is included as Appendix K of this RFP.

## SECTION IV. PROPOSAL REQUIREMENTS

### A. MINIMUM REQUIREMENTS

**The Minimum bid for sale of this property is \$200,000.** A deposit of 10% of the bid price is required with the proposal submittal in the form of a bank or cashier's check. This deposit will be credited to the purchase price at the time of the closing. Proposers must meet the following minimum requirements:

1. The proposal must be from a qualified business, corporation, partnership, firm or individual.
2. All proposals shall be submitted to the Office of the Town Manager, as stated in "Legal Advertisement"- Appendix D. Each proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope "Bid for purchase of property at Audubon Road, Reading MA" to indicate the contents, and shall include the name and address of the proposer.
3. The proposal must be received in the Town Manager's Office before the deadline for receipt of proposals, and must be complete (must include or address all items specified in Section VI -- Proposal Submission Requirements).
4. The Proposer must have signed both the Certificate of Non Collusion (Appendix A) and the State Taxes Certification Clause (Appendix B) and include them in the proposal package. The proposer must also sign the Disclosure of Beneficial Interests in Real Property Transaction form (Appendix C) included with this packet. These forms are required by State Law.
5. The proposal must be signed by an agent of the company, or an individual who has authority to offer the proposal at the price(s) stated.
6. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.

5F13

## B. FINANCIAL REQUIREMENTS

Financial submittal requirements as follows:

1. Complete Appendix I, Price Proposal Worksheet and submit with proposal
2. Minimum bid must be \$200,000.
3. 10% Bid deposit (bank or certified check), to be applied to the purchase price at the closing.
4. Proof of financial capability to complete sale for proposed price. (ie. letter from bank, accountant, financial statements)
5. Affirmative statement that proposer is willing to enter into a purchase and sale agreement within 60 days and able to close within 90 days.

## C. NATURE OF USE

The Town of has the following restrictions on the use of this property in addition to all zoning and regulatory policies in place having been met and are fully complied with unless variances before the appropriate boards and commissions are obtained. However the nature of the use planned must be submitted with the proposal.

- ◆ Use is restricted to one single family home and appurtenant structures with no further subdivision of the parcel
- ◆ Driveway access is restricted to the Audubon Road frontage.
- ◆ Use will exclude application of the parcel as a 40b development

## D. ADDITIONAL NARRATIVE INFORMATION

1. Summarize what you believe your proposal offers that is unique from other potential uses of the property in question.
2. Provide at least three (3) references with contact phone numbers from people or businesses that can lend credibility and substance to your proposal.

## SECTION V. SELECTION PROCESS

All proposals will be reviewed by Town Manager and a recommendation will be made to the Board of Selectmen to accept the proposal from a responsive, responsible bidder with the highest bid price that meets all of the minimum requirements and financial requirements as stated herein.

### A EVALUATION CRITERIA

#### *Minimum Criteria*

- The proposal is substantially complete.
- The Certification of Non-Collusion and Tax Attestation Form is attached and executed.

#### *Comparative Criteria*

Proposals that meet the minimum threshold criteria will be further evaluated based on the comparative criteria below:

##### *a. Price*

###### **Most Advantageous**

Ranked in order of price, with the highest price being the most advantageous.

##### *b. Readiness to proceed*

###### **Most Advantageous**

There are no conditions of purchase and the developer is ready to purchase the property within 60 days or less from date of proposal deadline.

###### **Advantageous**

Conditions are reasonable and the developer has a tight timeframe that indicates that s/he will move the project forward expeditiously to ensure the sale of the property as soon as possible.

###### **Non-Advantageous**

Conditions require an extended time period to address and are uncertain, thereby delaying the sale of the property.

**c. Professional qualifications and capacity of the development team.**

**Most Advantageous**

Developer has demonstrable experience and success in similar projects.

**Advantageous**

Developer has experience and success in prior projects, but not necessarily of comparable size, value and use.

**Non-Advantageous**

Developer has very limited experience.

The Town of Reading reserves the right to reject all proposals or cancel this RFP if deemed in the best interest of the Town.

## **SECTION VI. PROPOSAL SUBMISSION REQUIREMENTS**

### **A. SUBMISSION**

One sealed envelope containing an original of the proposal marked **"Bid for purchase of property at 2 Audubon Road, Reading MA"** must be received per the time frame outlined in the legal advertisement- (appendix D). It is the sole responsibility of the offerer to insure that the proposal arrives on time and at the designated place.

Within your Proposal, please supply each of the following items and clearly structure and label your Proposal

- 1) Cover Letter including name of Agency, Firm or individual, address, telephone number, and email address and intended use of the property, signed in ink by someone authorized to sign such documents.
- 2) All documentation as stated in Section V, Proposal Requirements.

### **B. CONTACT INFORMATION**

Clarification and interpretations of this Request for Proposal must be requested in writing. Responses shall be likewise furnished. The last day to submit written requests is 5:00 PM on June 5, 2013 (email preferred). After that date, no requests or questions will be accepted. Please contact the Town of Reading for clarification of this Request for Proposal, direct all inquiries regarding the plan to:

Robert LeLacheur  
Town Manager  
16 Lowell Street  
Reading MA 01867  
Phone. (781) 942-9043  
Fax: (781) 942-9071  
Business Hours: 7:30 to 5:30 Monday, Wednesday, and Thursday, 7:30 am to 7 PM on Tuesday  
townmanager@ci.reading.ma.us

5815

TOWN OF READING

CERTIFICATE OF NON COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

FIRM \_\_\_\_\_

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME (print) \_\_\_\_\_

\_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

DATE \_\_\_\_\_

SF/16

**Appendix B**

**TOWN OF READING**

**STATE TAXES CERTIFICATION CLAUSE**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law, I have addressed any tax liability and am in the process of setting up a plan to satisfy said liability.

\_\_\_\_\_ by: \_\_\_\_\_  
\* Signature of individual or Corporate Officer  
Corporate Name (Mandatory) (Mandatory, if applicable)

\_\_\_\_\_  
\*\*Social Security # or Federal Identification #

\* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

\*\* Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. 62C s. 49A.

SF17

## Appendix C

### Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Divisions of Capitol Planning and Operations, as required by M.G.L. c. 7, sec 40 J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: Town of Reading  
(Name of jurisdiction)

2. Complete legal description of the property:

2 Audubon Road consisting of 17,935 square feet

3. Type of transaction: ☒ Sale ☐ Lease or rental for \_\_\_\_\_ (term):

4. Lessor(s): NA

Lessee(s): NA

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. *Note: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.*

Name

Address


(Continued on next page)

5F18



**Appendix C (Continued)**

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name

Title or position

_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in items 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

SF19

## Appendix D

### LEGAL ADVERTISEMENT FOR RFP REGARDING REAL PROPERTY

Add to be run on May 20, 2013 and May 30, 2013.

The Town Manager of the Town of Reading, at the Direction of the Reading Board of Selectmen, is soliciting bids from interested parties for the disposition, by sale, of the property located 2 Audubon Road, Reading – Portion of Parcel ID 28-202 and a portion of the discontinued “old” Pearl Street. The minimum bid price is \$200,000.00 and there are the following reuse restrictions:

- ◆ Use is restricted to one single family home and appurtenant structures with no further subdivision of the parcel
- ◆ Driveway access is restricted to the Audubon Road frontage.
- ◆ Use will exclude application of the parcel as a 40b development

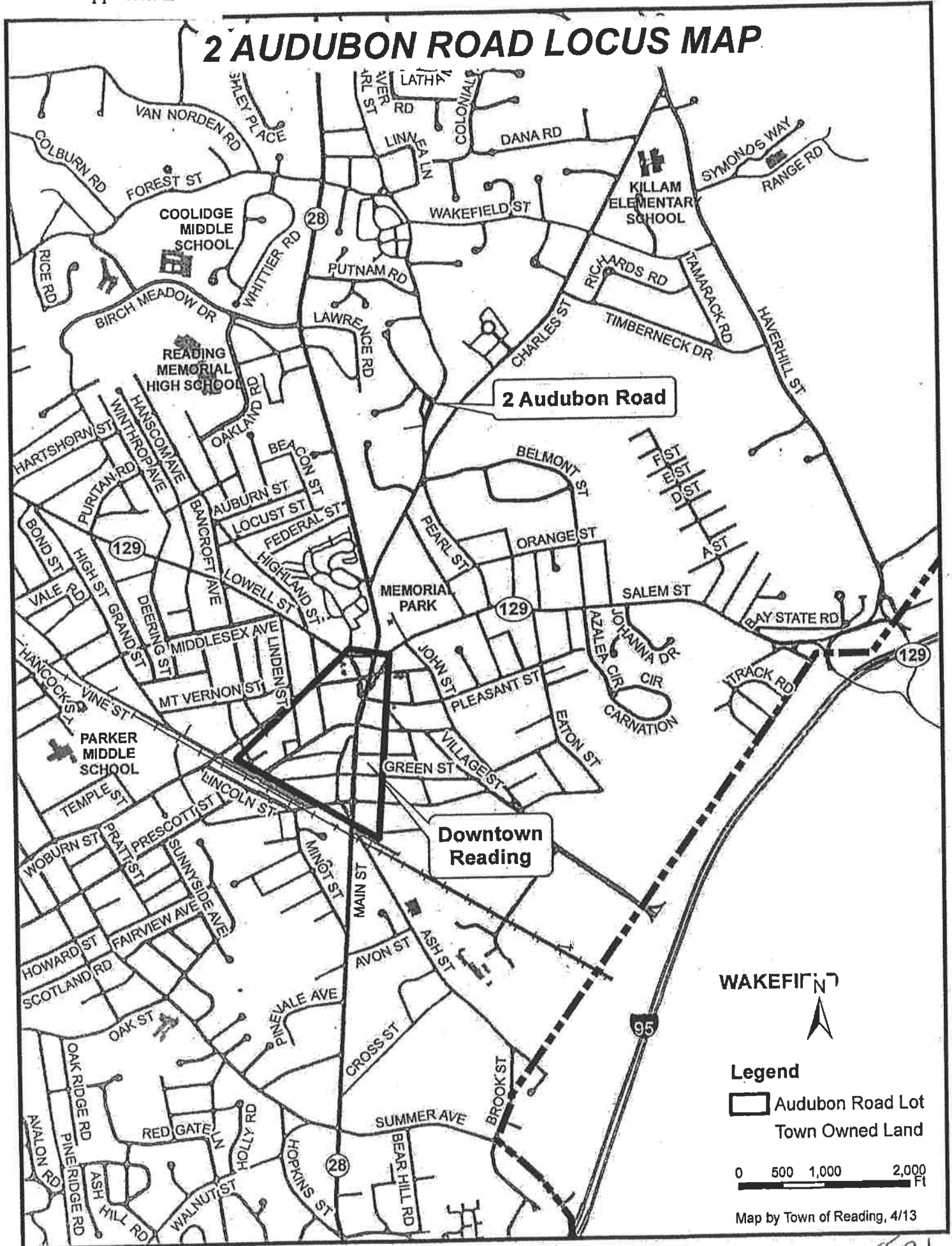
This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, Chapter 16 and all contracts for sale must be strictly awarded in accordance with the requirements of the Request for Proposal regarding Real Property Transactions. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

Proposals are due on June 18, 2013 at 10 am. in the Office of the Town Manager, 16 Lowell Street, Reading MA 01867. All responses must be received in a sealed envelope marked “**Bid for purchase of property at 2 Audubon Road, Reading MA**” prior to the deadline. A public opening will be held immediately following that time. A recommendation to the Board of Selectmen for award will be made within 30 days. Specifications and required forms are available immediately at the office of the Town Manager, 16 Lowell Street, Reading MA 01867 – Office Hours: 7:30 to 5:30 Monday, Wednesday, and Thursday: 7:30 am to 7 PM on Tuesday.

The Town Manager reserves the right to reject any or all proposals when it deems it to be in the best interest of the Town.

SF20

# 2 AUDUBON ROAD LOCUS MAP

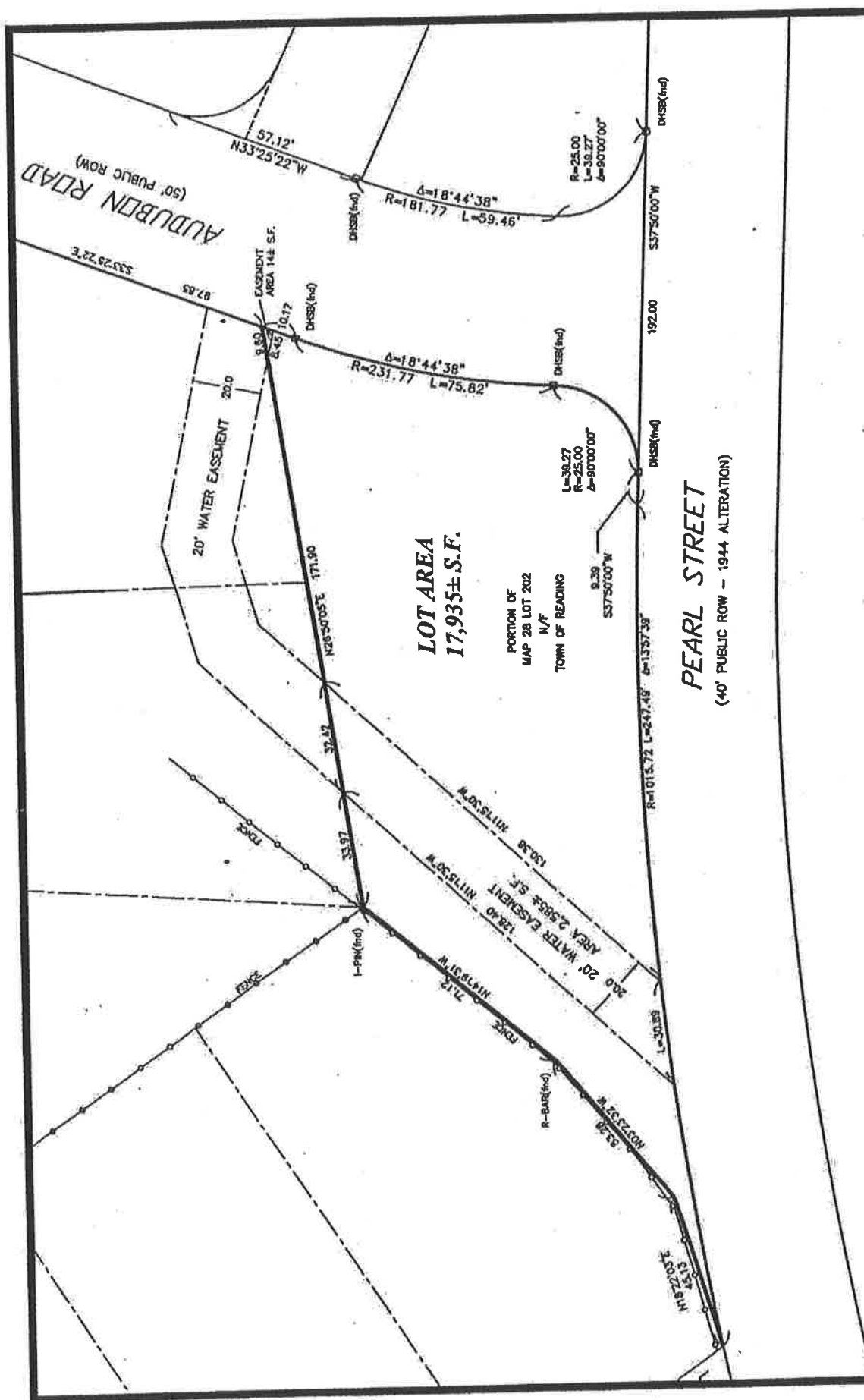


5/21

TOWN OF READING, MASSACHUSETTS  
DEPARTMENT OF PUBLIC WORKS

LOT AT  
2 AUDUBON ROAD

SCALE: 1 IN = 40 FT DATE: APRIL 25, 2013



SF22

# Appendix G

<b>Property Location</b> 2 Audubon Road	<b>Map-Lotid</b> 28-216 (provisional)	<b>Assessed Value (fy14)</b> na
--	--	------------------------------------

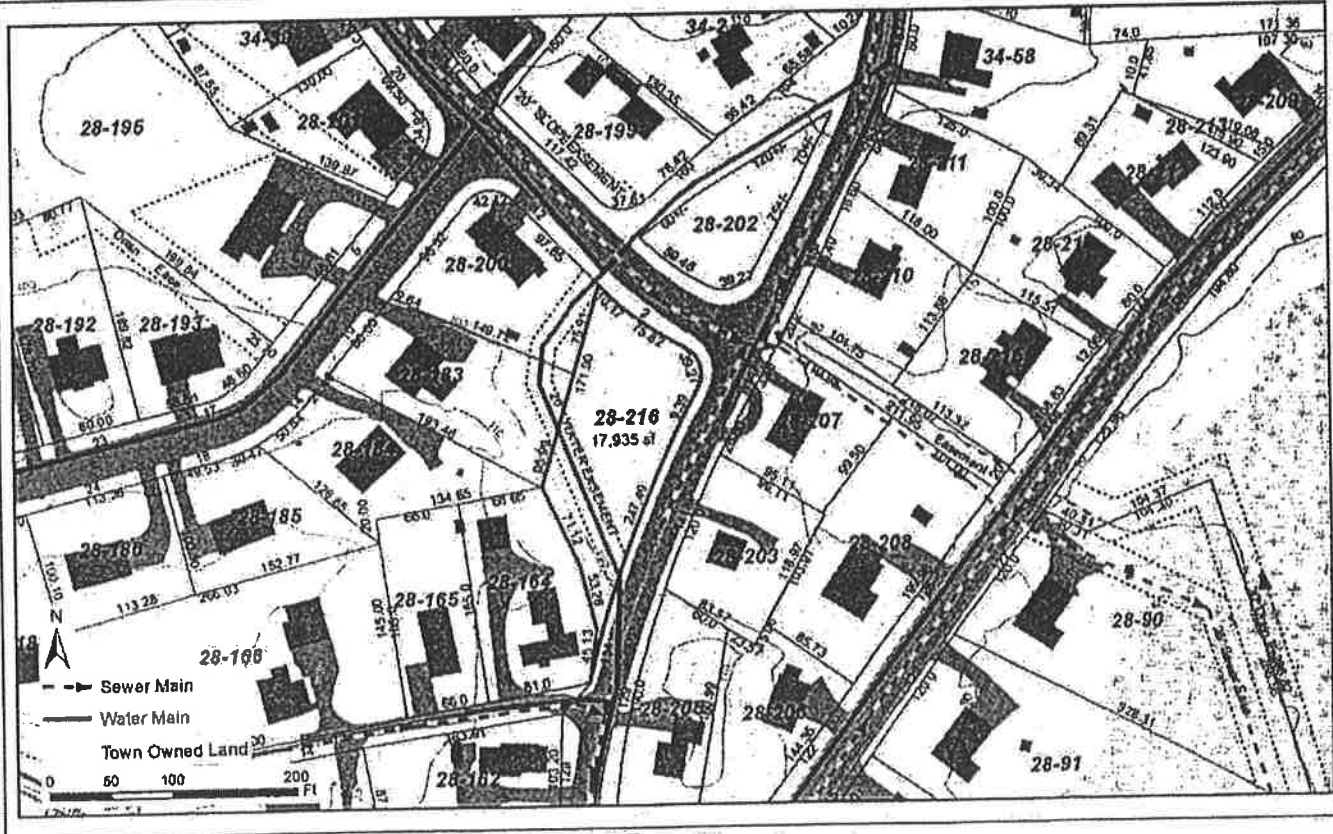
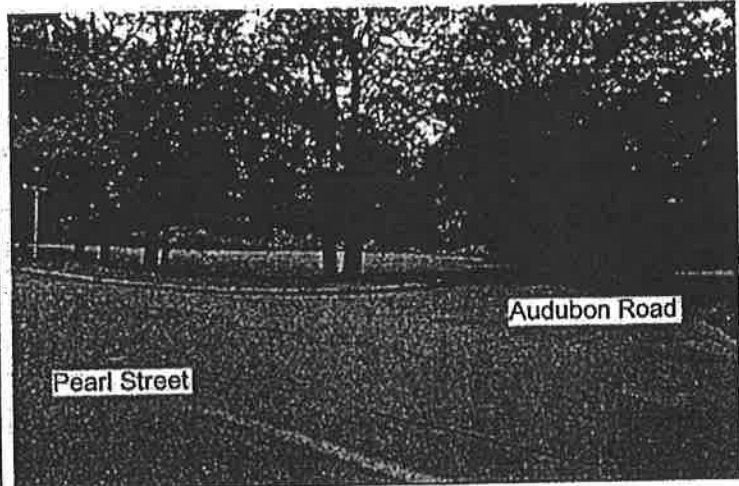
This parcel is 17,935 square feet in area. It meets zoning requirements as to size of lot and has frontage on both Audubon Road and Pearl Street. The property is relatively flat with no known wetlands.

**Control**  
Board of Selectmen

**Utilities**  
Sewer and water service in adjacent street ROWs. Water easement crosses property.

**Zoning: S-15**

Min. lot size	Frontage	Setbacks		
15,000 sf	100'	Front	Side	Rear
Lot circle dia.		20'	15'	20'
60'				
Lot coverage				
25%				



5F23

## **Appendix H**

### **AVAILABILITY OF 21E**

A 21e review has been prepared for the Town of Reading for the property at 2 Audubon Road and is available upon request as an Electronic File. To access these files you may contact Paula Schena at [pschena@ci.reading.ma.us](mailto:pschena@ci.reading.ma.us), by telephone at 781-942-90443, or by mail at 16 Lowell Street, Reading MA 01867

5F24

**Appendix I**

**TOWN OF READING**

**Price Proposal – Worksheet**  
**2 Audubon Road**

**PURCHASE OFFER ( Minimum Price Bid of \$200,000)**

In meeting the requirements of the Request for Proposal documents as issued on May 15, 2013

\_\_\_\_\_ offers the following proposed pricing for the sale of  
(Name of Company or Individual)

Property located at 2 Audubon Road, Reading Massachusetts, a portion of Parcel ID 28-202 and a portion of the adjacent discontinued "old" Pearl Street

**Purchase Price Offer: \$** \_\_\_\_\_

The undersigned agrees to abide by the terms and conditions of this pricing sheet and fully understands the obligations they are making to the Town of Reading by signing this form.

Company

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Name and Title

\_\_\_\_\_

Date

S.F.25

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") by and between the Town of Reading, with offices at 16 Lowell Road, Reading, Massachusetts, 01867 (the "Town") and \_\_\_\_\_, (the "Purchaser").

The Board of Selectmen of the Town of Reading has been authorized, pursuant to the votes under Articles 14 and 15 of the Subsequent (Special) Town Meeting of 2011, convened on November 14, 2011 and pursuant to the vote under Article 7 of the Special Town Meeting of January 28, 2013 to sell a certain parcel of land located at 2 Audubon Road, Reading, MA, portions of Parcel ID 28-202 and portions of discontinued "old" Pearl Street

The Town has complied with all applicable legal requirements concerning such sale, including the issuance of a request for proposals pursuant to M.G.L. c. 30B, §16, a true copy of which is attached hereto as Exhibit 1 and incorporated herein by reference (the "RFP"); and

The Purchaser submitted a proposal in response to the said request for proposals (the "Proposal"), which the Town has determined to be the most advantageous of the proposals submitted in response to the RFP; and

The Town desires to sell and Purchaser desires to purchase the Premises in conformity with the terms of the RFP and the Proposal, and subject to the terms and conditions set forth herein.

In consideration of the promises set forth above, and the mutual promises set forth below, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, which consideration includes but is not limited to the seal, the parties, intending to be legally bound, hereby agree as follows:

1. **PURCHASE AND SALE.** The Town of Reading, a Massachusetts municipal corporation having a usual place of business at 16 Lowell Street, Reading, Massachusetts 01867, acting by and through its Board of Selectmen, hereby agrees to sell, and Purchaser hereby agrees to purchase, upon the terms hereinafter set forth, the Premises, consisting of the land, together with the buildings and structures thereon, if any, described in Exhibit 1 hereto, which description is incorporated herein by reference.

2. **TITLE DEED; NO REPRESENTATIONS OR WARRANTIES.** The Premises are to be conveyed by a quitclaim deed running to Purchaser, or to the nominee designated by Purchaser by written notice to the Town at least seven days before the deed is to be delivered as herein provided. The Town makes **NO REPRESENTATION OR WARRANTY** by said deed or hereby or otherwise that the title conveyed shall be good, clear or marketable title thereto; or that the Premises may be used for any particular purpose; or that the Premises complies with any applicable laws, statutes, codes, regulations or other legal requirements; or that the Premises will be assessed for purposes of real estate taxes on the basis of the purchase price set forth herein; it being understood that Purchaser shall accept the Premises "AS IS, WHERE IS." However, the Purchaser shall only be required to purchase the Premises if the same has good, clear record and marketable title, subject only to matters of record which do not interfere with the Purchaser's proposed development of the Premises. In the event Purchaser's title examination discloses title deficiencies in said parcel or any portion of the remainder of said land to be included in the

5F26



conveyance the Town agrees to use reasonable efforts and due diligence, in cooperation with the Purchaser, to clear or perfect said defective titles in a timely manner. For purposes of this paragraph, "reasonable efforts and due diligence" shall not require the Town to spend more than \$1,000, including reasonable attorneys' fees. The terms of this paragraph shall survive the delivery of the deed.

3. PURCHASE PRICE. The agreed purchase price for the Premises is \_\_\_\_\_ of which ten per cent, \_\_\_\_\_ is to be paid upon the signing of this Agreement and the balance \_\_\_\_\_ is to be paid at the time of delivery of the deed in cash, bank, or certified checks. All checks shall be made payable to the "Town of Reading".

4. DEPOSIT. All deposits made hereunder shall be held by the Town Treasurer in an interest-bearing account using the Town's tax ID number and shall duly be accounted for at the time of performance of this Agreement. It is agreed that in the event the sale is consummated, all accrued interest on said deposits shall be divided equally between the Town and the Purchaser. In the event the Purchaser lawfully withdraws from this Agreement, the entire deposit plus all accrued interest shall be refunded to Purchaser forthwith and in such event this Agreement shall become null and void without further recourse to the parties hereto. In the event the Purchaser defaults, all accrued interest shall be paid to the Town together with the deposit, as set forth in Paragraph 10, below.

The terms of this paragraph shall survive the delivery of the deed.

5. TIME FOR CLOSING. Such deed is to be delivered at the Registry of Deeds, unless otherwise agreed upon, on \_\_\_\_\_ 2013 at 11:00 a.m.

6. TOWN'S RIGHTS. If the Town shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, the Town shall use reasonable efforts to remove any defect in title, or to deliver possession of the Premises, as the case may be, in which event the Town shall give written notice thereof to Purchaser at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of ninety (90) days. As set forth in Paragraph 2, above, "reasonable efforts" shall not require the Town to expend more than \$1,000, including reasonable attorneys' fees.

7. FAILURE TO CURE. If at the expiration of any extended time the Town shall have failed so to remove any defects that required said extension, then any payments made under this agreement and all accrued interest shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

8. PURCHASER'S ELECTION. If the Town shall not be able to deliver possession of and title to the Premises as herein provided, then Purchaser shall have the election at either the original or any extended time for performance to accept such title and possession as the Town can deliver. If Purchaser so elects, it shall pay the full sales price.

9. MORTGAGE CONTINGENCY. In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ \_\_\_\_\_ .00 at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained and BUYER notifies SELLER's attorney on or before \_\_\_\_\_, 2013 the SELLER shall return all deposit monies and this Agreement

shall be void without further recourse by either party. In the event SELLER's attorney does not receive such written notification as stated above, BUYER shall be deemed to have waived its rights to cancel this Agreement under this paragraph, and this paragraph shall be null and void. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before three business days from the date of execution of this agreement. Diligent efforts under this paragraph shall be defined as application to one (1) conventional lender.

10. ACCEPTANCE. The acceptance of a deed by Purchaser or its nominee as the case may be, shall be a full performance in discharge and release of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

11. PURCHASER'S DEFAULT. If Purchaser shall fail to fulfill Purchaser's agreements herein, all deposits made hereunder by Purchaser and all accrued interest thereon shall be retained by the Town as liquidated and exclusive damages for any breach of this Agreement by Purchaser.

12 CONSTRUCTION. This instrument is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Town and Purchaser. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. The parties agree that in any action concerning this Agreement the rule of contractual interpretation that ambiguities shall be construed against the draftsman shall not be applied. The terms of this paragraph shall survive the delivery of the deed.

13 "AS IS, WHERE IS". Purchaser acknowledges that Purchaser has not relied upon any warranties or representations of the Town or of any person acting on behalf of the Town, and that Purchaser agrees to purchase the Premises "AS IS, WHERE IS," with no liability on the part of the Town for any condition or defect of the Premises, whether or not known to exist by the Town or any representative of the Town. The terms of this paragraph shall survive the delivery of the deed.

14. INCORPORATION BY REFERENCE. All of the terms and conditions set forth in the IFB with respect to the sale of the Premises and Purchaser's Proposal in response thereto are hereby incorporated herein by reference, including any restrictions on the use of the Premises set forth in the RFP.

15 TAXES. Pursuant to G.L. c. 44, §63A, Purchaser shall pay, at the time of the closing, a sum of money representing real property taxes due on the Premises during the balance of the municipal fiscal year (which runs from July 1 to June 30) and, if the closing occurs during the second half of the fiscal year, Purchaser shall pay the taxes due on the premises for the whole of the next fiscal year as well. Such taxes shall be paid pursuant to a pro forma tax bill to be issued by the Town and delivered at the closing to Purchaser and calculated on the basis of the purchase price.

16 EXECUTION OF DOCUMENTS. Purchaser or, at the Town's election, any nominee of Purchaser under ¶ 2 hereof, shall execute and deliver any and all documents which the Town may reasonably request be so executed and delivered in connection with the transaction contemplated hereby, and shall do so promptly upon receiving such request, whether at or before the time of closing, including without limitation an affidavit pursuant to M.G.L. c. 60, §77B and a disclosure of beneficial interest form pursuant to M.G.L. c. 7, §40J. The Town shall cause to be executed and delivered at the Closing any and all documents reasonably and customarily required by the Purchaser's institutional lender or the Closing attorney, provided that any representations set forth therein are true. The terms of this paragraph shall survive the delivery of the deed.

17 NOTICE. Any notice or other communication hereunder shall be deemed to have been duly given (a) when hand delivered or (b) two (2) days after having been mailed by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, as follows:

if to the Town to: Robert LeLacheur  
Town Manager  
16 Lowell Street  
Reading Massachusetts 01867

with a copy to: Judith Pickett  
Brackett & Lucas, Counselors at Law  
19 Cedar Street  
Worcester, MA 01609

if to Purchaser:

with a copy to:

or to such other address or addresses as may from time to time be designated by either party by written notice to the other. The terms of this paragraph shall survive the delivery of the deed.

18 STANDARDS. Any matter or practice arising under or relating to this Agreement which is the subject of a practice or title standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable. The terms of this paragraph shall survive the delivery of the deed.

19. BROKER. The Town and Purchaser represent and warrant to each other that they have not contacted any real estate broker in connection with this transaction and were not directed to each other as a result of any services or facilities of any real estate broker. Each party (the "Indemnifying Party") agrees to indemnify the other party (the "Indemnified Party") and to hold the Indemnified Party harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee asserted against the Indemnified Party as a result of any breach of the

representations and warranties set forth in this paragraph by the Indemnifying Party. The terms of this paragraph shall survive the delivery of the deed.

20. FIDUCIARY LIABILITY. If the Purchaser executes this Agreement in a representative or fiduciary capacity, only the principal or the Estate represented shall be bound, and neither the person so executing for the Purchaser, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder. Under no circumstances shall the Selectmen or the Town Administrator be personally liable for the Town's obligations hereunder.

21. ADDITIONAL PROVISIONS. I have received a copy of the Purchase and Sale Agreement. This is a legally binding contract. If not understood, seek competent advice.

WITNESS OUR HANDS AND SEALS on and as of the date set forth above.

SELLER:

TOWN OF READING,  
Board of Selectmen

By: \_\_\_\_\_  
James E. Bonazoli, Chairman

By: \_\_\_\_\_  
John Arena

By: \_\_\_\_\_  
Ben Tafoya

By: \_\_\_\_\_  
Daniel A. Ensminger

By: \_\_\_\_\_  
Marsie K. West

BUYER:

, Acting by and through its INC., Purchaser

By: \_\_\_\_\_

5F30

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_, 2013, before me the undersigned notary public personally appeared, James E. Bonazoli, John Arena, Ben Tafoya, Daniel A. Ensminger and Marsie K. West, as the members of the Board of Selectmen for the Town of Reading proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_, 2013, before me the undersigned notary public personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

QUITCLAIM DEED

The Town of Reading, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at Town Hall, 16 Lowell Street, Reading, Massachusetts, acting by and through its Board of Selectmen, as authorized by a vote of Article 14 and Article 15 at the Special Town Meeting held on November 14, 2011 and a vote of Article 7 at the Special Town Meeting held on January 28, 2013, in full consideration of Three Hundred and Eleven Thousand Dollars (\$311,000.00), hereby grants to James Lordan, President of Sage Development Corp., with a principal office at 26 Fairchild Drive, Reading, Massachusetts 01867, with quitclaim covenants, a certain parcel of land, situated in Reading, Middlesex County, Massachusetts, and being shown as Lot 1 on a plan entitled "Plan of Land Pearl Street Reading, Massachusetts", Scale: 1" = 20 Ft, Date May 1, 2013", recorded with Middlesex South District Registry of Deeds as Plan No. 285 of 2013, and further bounded and described as follows:

BEGINNING at the stone bound along the westerly side line of Audubon Road;

THENCE turning North 33° 25' 22" West a distance of 10.17 feet;

THENCE turning South 26° 50' 05" West a distance of 171.90 feet;

THENCE turning South 14° 19' 31" East a distance of 71.12 feet;

THENCE turning South 03° 23' 32" East a distance of 53.28 feet;

THENCE turning South 18° 22' 03" West a distance of 45.13 feet;

THENCE along a curve to the right, having a radius of 1015.72 feet, a distance of 247.49 feet;

THENCE turning North 37° 50' 00" East a distance of 9.39 feet to a stone bound;

THENCE along a curve to the left, having a radius of 25.00 feet, a distance of 39.27 feet to a stone bound;

THENCE along a curve to the right, having a radius of 231.77 feet, a distance of 75.82 feet, to the point of beginning.

CONTAINING: 17,935 square feet of land, more or less, according to said plan.

The Town retains a perpetual, non-exclusive right and easement for foot or vehicular access to the 20' wide Water Easement shown on said plan for the purpose of inspecting maintaining, constructing, repairing or replacing the water facility.

For Town's title see "Discontinuance of a Portion of Old Pearl Street", recorded at Middlesex South Registry of Deeds in Book 61204, Page 120; Order of Taking recorded at Book 61204, Page 123; Confirmatory Order of Taking recorded at Book 61887, Page 104 and plan entitled "Old Pearl Street Taking and Discontinuance Plan" recorded as Plan 96 of 2013. See also deed recorded at Middlesex South Registry of Deeds at Book 913, Page 367.

The Grantee has paid, in addition to the purchase price, the sum required by Mass. Gen. Laws c.44, §63A, to be paid in lieu of taxes. There has been full compliance with the requirements of Mass. Gen. Laws c. 7C, §38.

No deed stamps are required pursuant to Mass. Gen. Laws c. 64D, §1.

IN WITNESS WHEREOF, the said Town of Reading has caused its corporate seal to be affixed and these presents to be signed, acknowledged and delivered in its name and behalf by the Board of Selectmen, hereto duly authorized, this \_\_\_\_\_ day of July, 2013.

TOWN OF READING

By and through its BOARD OF SELECTMEN

\_\_\_\_\_  
James E. Bonazoli, Chairman

\_\_\_\_\_  
John Arena

\_\_\_\_\_  
Ben Tafoya

\_\_\_\_\_  
Daniel A. Enslinger

\_\_\_\_\_  
Marsie K. West

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_\_ day of July, 2013, before me, the undersigned notary public, personally appeared James E. Bonazoli, John Arena, Ben Tafoya, Daniel A. Ensminger and Marsie K. West, as members of the Board of Selectmen for the Town of Reading, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_

\_\_\_\_\_, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

SF34



**FY2014 Town Manager's Goals and Action Plan**  
**Town of Reading, MA**  
*DRAFT version dated June 19, 2013*

**Administration**

*The human capital of the community is the major resource that is necessary to achieve the provision of services to the community and as such should be supported and respected. This human capital includes employees, elected officials and members of Boards, Committees and Commissions (BCCs).*



1. Design optimal Town department/division structure, regardless of current set-up or specific personnel, including the role of the Assistant Town Manager. Describe detailed transition plan from current status to such an optimal model, including specific personnel.
2. Establish optimal professional development (PD) and training levels across all departments. Devise multi-year process to transition from current status to desired outcome. Focus on tracking compliance with PD job requirements as well as optional PD for advancement.
3. Create lists of routine tasks all Town departments/divisions do each year. Design specific quantitative measures to evaluate these tasks on either a quarterly or monthly basis. Devise implementation plan for these measurements.
4. Conduct a Retreat with the Selectmen (BOS) and Town Department Heads.
5. Discuss with BOS the need for broad BCC meetings to convey information and expectations. For information, include Open Meeting Law and Ethics trainings, and a discussion of electronic meeting support. For expectations, discuss two-way BOS-BCC communication options. As needed, give further direction to specific BCCs on their mission or operating procedure.
6. Conduct at least two Executive Sessions for the BOS for the purpose updates on the status of negotiations of successor Collective Bargaining Agreements with all Unions for dates effective July 1, 2014.

**Regulation and Policy Development**



*Reading will continue to address major emerging issues through development, modification, improvement and simplification of local bylaws, regulations and Selectmen's policies. When in doubt, fewer and simpler regulations are desired. Additionally, Selectmen's policies may be used to memorialize current and proposed administrative practices to provide an historical record and direction for the community in the future.*

7. Conduct a comprehensive review and revision of the Zoning Bylaws. Establish early and ongoing two-way communication with key participants including the BOS, CPDC, ZBA and EDC.
8. Complete the review and re-write of the Traffic Rules and Regulations.
9. Determine if Zoning changes are needed for the optimal use of the Oakland Road property.

**FY2014 Town Manager's Goals and Action Plan**  
**Town of Reading, MA**  
*DRAFT version dated June 19, 2013*

**Services**



*Reading will continue to provide as much friendly customer service as is possible. Technology trends will be monitored to change the delivery of information and services, in order for customers to engage in as much self-service as they desire.*

10. Continue to measure customer satisfaction. Design method to reach out and survey customers on services that are used broadly, such as rubbish pickup and snow clearing & removal. Based on all forms of feedback, identify and recommend changes to regulations that do not currently seem to meet customer service goals, or that will make them easier for customers to understand and use. Based on feedback, continue training employees and volunteers on the customer service policy as needed.
11. In the Library, support the Goals as established by the Library Board of Trustees, with a focus on all items related to the Library Building project;
12. Strengthen the communications process with external customers. First inventory all forms of current external communication; then obtain feedback from the Community as to desired information & method of delivery. Improve the Town web site, providing expanded electronic customer interaction with the Town.

**Operations**

*Reading will continue to provide municipal services in a cost-effective and efficient manner.*



13. Fully implement permits and licensing system, including customer self-service.
14. Expand the Records Management efforts including providing records to the public via the web site.
15. Expand regional services as appropriate (Assessors, Housing Services Coordinator, Recreation)
16. Finalize Veteran's District through regional arrangement or other method satisfactory to the state that maintains current high levels of services to our Veterans.

**Health and Safety**



*Reading will continue to focus on strong public health and public safety services.*

17. Focus Public Health, School, Substance Abuse, and other resources on a Healthy Community model with an initial focus on obesity prevention. Find ways to encourage walking, cycling, and other activities. These efforts may involve many departments, with efforts led by the Health Division. Promote healthy eating. Include reminders of area Farmers Markets in addition to Reading. Work with food establishments on menu options that are healthy.

**FY2014 Town Manager's Goals and Action Plan**  
**Town of Reading, MA**  
*DRAFT version dated June 19, 2013*

**Community Development**

*Reading has worked to maintain the character of the community, while making planned and deliberate improvements to the Town. Major efforts have been led by the Board of Selectmen, the CPDC, the EDC and the Climate Protection Committee.*



18. Conduct specific feedback exercises with our business community. Include an 'entrance interview' for those businesses new to town that have gone through a permitting process; a form of 'exit interview' for businesses leaving town; and solicit feedback from those that have been established for years if they wish to share their valuable insights. Use BCC resources such as the EDC and FSF to hold a broad 'business preparation' meeting this summer for those in and around the Fall Street Faire area, especially the new businesses in town. Engage the RNR Chamber of Commerce on areas of mutual concern.
19. Continue progress towards meeting and maintaining the level of 10% of housing units (as re-defined by the 2010 federal census) as affordable. Complete Housing Production Plan provides roadmap to meet affordable housing goals. Track & implement as outlines. Pursue one-year reprieve if possible.
20. Implement high priority parking and alternative transportation recommendations for Parking, Traffic, and Transportation improvements.
21. Develop inventory of properties falling under the new Property Maintenance Bylaw, and begin actions to bring them into compliance.
22. Implement new gateway signage – South Main Street (paid for by Reading Woods mitigation).
23. Develop an action plan for re-use and/or redevelopment of the properties behind the RMLD in the area bounded by Ash Street, the RR tracks, and Pond View Drive.

**Infrastructure and Capital Projects**



*Reading will strive to maintain and improve the community's infrastructure through fiscally prudent long term capital planning. For large capital needs, a temporary tax increase (Prop 2½ exclusion) will be requested so as to not 'crowd out' ongoing capital requirements.*

24. Continue to work towards funding for the West Street project. If funded, conduct a public information campaign akin to that of the Downtown Improvements project.
25. Implement high priority municipal building projects:
  - a. Library building project
  - b. Impact of Library and other building projects on support levels from Town Facilities department
  - c. Public Works building(s). Reconsider Cemetery garage plan, DPW site work including improved vehicle maintenance layout, operational improvements, and aesthetics enhancements
26. Begin implementation of the first phase of the Water Distribution Master Plan.

**FY2014 Town Manager's Goals and Action Plan**  
**Town of Reading, MA**  
***DRAFT version dated June 19, 2013***

27. Develop and evaluate schematic designs for the Birch Meadow pavilion, including a mix of storage, food service, restrooms, and picnicking. Include a management plan for each of the elements. Develop a cost estimate.

**Finance**



*Reading will continue to evaluate revenue sources, cost reduction, regionalization of services, other methods of providing services, and level of services with the goal of maintaining long term fiscal stability of the community while providing a level of service that the community can sustain.*

28. Seek FINCOM approval of a staff developed OPEB funding mechanism including ongoing funding of this liability at a level that the community can afford. Transition OPEB investment funds to PRIT or other qualified institution.
29. Review current bill printing and mailing policy. Determine if revised billing cycles would allow for consolidated billing, simplifying the payment process for customers and saving on postage. Investigate electronic options and present options to the BOS whereby customers would be required to pay 'convenience fees' to vendors.
30. Review Town-wide fee structure, across several departments. This would range from permits and licenses to late fee policy, where the latter is not already set by law.
31. Develop a Fund Balance policy in accordance with GASB 54.

**Board of Selectmen Meeting  
May 21, 2013**

*For ease of archiving, the order that items appear in these minutes reflects the order in which the items appeared on the agenda for that meeting, and are not necessarily the order in which any item was taken up by the Board.*

The meeting convened at 7:00 p.m. in the Selectmen's Meeting Room, 16 Lowell Street, Reading, Massachusetts. Present were **Chairman James Bonazoli, Vice Chairman John Arena, Secretary Ben Tafoya, Selectman Marsie West, and Selectman Daniel Ensminger**, Town Manager Peter Hechenbleikner (arrived at 8:00 p.m.), Assistant Town Manager/Finance Director Bob LeLacheur, Office Manager Paula Schena and the following list of interested parties: Patricia Hansen and Christine Hansen.

**Reports and Comments**

Selectmen's Liaison Reports and Comments – Daniel Ensminger noted he attended the Historical Commission Delay hearing on 172 Washington Street. He suggests an agenda item for the Selectmen to talk about requiring agendas and minutes be posted on the website and for Committees to follow Robert's Rules of Order.

Marsie West indicated she would like to see agendas posted ASAP and any Board, Committee or Commission changes in policies put online. Bob LeLacheur noted that the new website will be launched in June and there will be a new way to post agendas and minutes. Marsie West noted that if a Committee has a lot of interest their minutes should be online. She also noted that the Reading Municipal Light Board will be interviewing General Manager candidates tomorrow starting at 5:00 p.m.

John Arena noted that regarding appointments to Boards, Committees and Commissions, he would like to bring incumbents in for an interview with the Volunteer Appointment Subcommittee especially if there are new applicants available. Ben Tafoya indicated that was fine and applicants can always come before the full Board if need be.

James Bonazoli noted that his thoughts and prayers go out to the victims of the tornadoes in Oklahoma. He also reminded everyone of the Memorial Day events on May 27<sup>th</sup>.

Public Comment – Patricia Hansen, 30 Haven Street, noted that people are standing outside her door smoking cigarettes and she wants signs put up saying no smoking within 25 feet of the building and she wants enforcement. She noted she is not the only person at 30 Haven Street with compromised health.

Bob LeLacheur noted he will check with the Board of Health. Ms. Hansen indicated she spoke with Oaktree and they can control the inside but not the outside.

Christine Hansen, Council on Aging member, offered her assistance regarding the problem with human trafficking. She has experience working with New Haven, Connecticut developing various ordinances.

621

Town Manager's Report – The Assistant Town Manager gave the following report:

Administrative matters

- ◆ Sale of Real Estate - proceeds go into Sale of Real Estate fund for use for debt service, capital improvements, or funding unfunded pension liability.
  - The closing on the sale of the Town owned parcel of land at 50 Lothrop Road took place last week - \$305,000.
  - Closings on 2 small parcels at Pearl Street and Audubon Road are scheduled for 5-31-13 - \$14,800.
  - House lot on Pearl Street/Audubon Road is out for bid – minimum bid price is \$200,000. For details and bid packet contact the Town Manager's office.
- ◆ The last day to register to vote for the June 25 election is June 5<sup>th</sup> at Town Hall – the Clerk's office will be open until 8:00 PM on June 5.
- ◆ Memorial Day – May 27 – parade starts at 9:00 am. Details are on the web site.
- ◆ The zoning amendments approved at the Special Town Meeting in April have been approved by the Attorney General.
- ◆ The Town is now taking applications for appointment to the Town's Boards, Committees, and Commissions. The web site has all of the information on opportunities – see the lower right hand of the front page.

Community Services

- ◆ The US Postal Service has determined that they will move forward with the relocation of the retail post office operations for Reading.

Public Safety

- ◆ We are experiencing significant AM and PM back-ups in the square along Salem and Lowell Streets. Our consultant is doing counts on Main and Salem, Woburn, Pleasant, and Haven to see if we can adjust signal timing to move traffic through better.
- ◆ Tomorrow night, May 22, RCASA is sponsoring a program on Teen Dating Violence at 7 PM at the RMHS Performing Arts Center.

Public Works

- Street line painting - still have 3 to 4 more days to complete all traffic markings. All should be completed within the next week or two.
- West Street: 100% design plans are complete, have been submitted to MassDOT, and this project is recommended by MPO staff to be funded in FFY 2014 – which begins October 1, 2013 (see attached portions of the draft TIP).
- Roadway paving - contractor started on Haverhill Street and should start paving this week.
- Batchelder Road, Boswell Road, and Irving Street reconstruction is well underway.

6a2

- Poets corner sewer and drainage work has been completed. Reconstruction of the roads has begun.
- Drainage/sidewalk construction at Town Hall is underway.
- The recycling and Household Hazardous Waste collections over the past couple of weekends have been a success – approximately 500 cars each weekend.
- The Bancroft Avenue tennis court monitoring program is now in effect M-F, 5 PM to 8 PM.

**Proclamations/Certificates of Appreciation**

Recognition of Reading Members of the Rapid Response Team – Police Chief James Cormier noted that we had three officers assigned to duty in Boston the week of the April 15<sup>th</sup> Marathon terrorist attack. The three officers who are on the Rapid Response Team are Officer Matt Edson, Officer Michael Fitzgerald, and Officer Michael Lee. Chief Cormier noted that these officers are highly trained and they worked in 12 hour shifts throughout the week, including protecting the President, and assisting in the capture of the terrorists.

Officers Matt Edson and Michael Fitzgerald gave an overview of their duties that week on the Rapid Response Team. Officer Michael Lee was unable to be present.

**A motion by Bonazoli seconded by Arena that the Board of Selectmen approve the Certificate of Recognition for Police Officer Matthew Edson as a member of the Rapid Response Team who responded to the Boston Marathon Bombing on April 15, 2013 was approved by a vote of 5-0-0.**

**A motion by Bonazoli seconded by Arena that the Board of Selectmen approve the Certificate of Recognition for Police Officer Michael Fitzgerald as a member of the Rapid Response Team who responded to the Boston Marathon Bombing on April 15, 2013 was approved by a vote of 5-0-0.**

**A motion by Bonazoli seconded by Arena that the Board of Selectmen approve the Certificate of Recognition for Police Officer Michael Lee as a member of the Rapid Response Team who responded to the Boston Marathon Bombing on April 15, 2013 was approved by a vote of 5-0-0.**

Selectman John Arena left the meeting at approximately 8:00 p.m.

Proclamation – Police Memorial Week – Chief Cormier was present to accept the proclamation.

**A motion by Tafoya seconded by West that the Board of Selectmen proclaim the week of May 12 – May 18, 2013 as National Peace Officers Memorial Week was approved by a vote of 4-0-0.**

**Personnel and Appointment**

MAPC Member Update - MAPC Representative Steve Sadwick was present. Mr. Sadwick noted that on April 10<sup>th</sup> there was a vibrant downtown meeting which was very successful.

On May 14<sup>th</sup> there was a hearing on the Land Use Reform Act which is to reform the zoning act and subdivision reform. Ben Tafoya noted that the MMA voted to oppose several portions of that and Mr. Sadwick noted that he would be glad to come back to talk about that.

Mr. Sadwick noted that the MAPC is co-sponsoring a forum with health agencies. The MAPC Annual Council meeting is May 29 and there is an energy forum on May 31<sup>st</sup>. He also noted that MAPC will be looking for comments in June on the priority mapping project.

**Discussion/Action Items**

Approval of Town Manager Contract – Ben Tafoya noted that a subcommittee consisting of him, John Arena, Carol Roberts, and Town Counsel Gary Brackett drew up the contract. Goals and the Town Manager's evaluation will be done on a fiscal year cycle. Dan Ensminger asked if there was a time limit on Section XI and it was noted there was not. Ben Tafoya thanked the subcommittee for doing such a thorough job.

**A motion by Tafoya seconded by West that the Board of Selectmen approve the contract between the Town of Reading and Robert LeLacheur for services as Town Manager effective June 1, 2013, and expiring June 30, 2014 was approved by a vote of 4-0-0.**

Close Warrant for State Election – June 25<sup>th</sup> – **A motion by Tafoya seconded by Ensminger that the Board of Selectmen close the Warrant for the State Election to take place on June 25, 2013 from 7:00 a.m. to 8:00 p.m. at the Hawkes Field House, 62 Oakland Road was approved by a vote of 4-0-0.**

Request for Installation of a Shed at Morton Field – Reading Baseball Club – Recreation Administrator John Feudo and Roy Fluttering were present. Mr. Fluttering noted that the modification is to move the shed to the left side. This is not a permanent structure. It is on a wood foundation and could be moved. It will house field care equipment and is 7 X 7 X 7.50 feet.

John Feudo noted that Bob Keating has approved it. The other shed has been there five years and there have been no problems. He noted that moving the shed to the left allows RCTV to record the game.

**A motion by Ensminger seconded by Tafoya that the Board of Selectmen approve a proposal entitled "MORTON FIELD STORAGE SHED PLAN PROPOSAL" undated, by the Reading Baseball Club consisting of one page of text and 3 pages of**

604



graphics. In accordance with the submittal, this approval shall be subject to the following conditions (shed shall refer to the shed and the storage boxes):

1. The Reading Baseball Club shall secure a building permit at its expense, for the proposed work;
2. For elements of the plan that do not require a permit, installation shall be approved in advance by the DPW Parks/Forestry/Cemetery supervisor;
3. The Reading Baseball Club shall be responsible for all costs of installation, maintenance, and operation of the shed;
4. The shed shall be moved or removed upon 30 days' notice by the Town;
5. The location of the shed shall be at a site approved by the Recreation Committee;
6. The Recreation Administrator shall be provided with a key to the shed, and shall have the right to access the shed at any time;
7. The shed shall be used for storage of inert materials and equipment only, including hand tools, lime (for the field) and similar equipment and materials. There shall be no herbicide, insecticide, fertilizer, or other similar material, and no motorized equipment stored in the shed. There shall be no plumbing or electric service provided to the shed;
8. The Town shall not be responsible for theft, damage, or loss of the shed or its contents.

The motion was approved by a vote of 4-0-0.

Review/Approve Outdoor Dining License for Portland Pie, 56 Haven Street – Charles Clement, Manager of Portland Pie was present.

The Town Manager noted this is an annual license from the Selectmen. They can only occupy in front of their restaurant. Five tables are proposed and the fencing totally encloses the area. The fence will be weighted and will be removed in the winter time. One condition in the motion is to waive the glassware requirement for outdoors.

James Bonazoli noted that a resident at 30 Haven Street had concerns regarding smoking and the Town Manager noted there is no smoking indoors or out at Portland Pie.

A motion by Tafoya seconded by West that the Board of Selectmen approve the issuance of a license for the use of the public sidewalk in front of Portland Pie Company, 54 Haven Street, for outdoor dining, pursuant to Section 3.10 –Licenses for Utilizing Public Sidewalks for Outdoor Dining of the Selectmen's policies and in accordance with the application filed 1-7-13. The Board of Selectmen waives the requirement of section 3.2.2.2 (3.2.2.2 – Requirements for Service of Food and Drink In licensed premises, all food and drink service shall conform to the following:

- ♦ Food shall be served on china, pottery or other solid dinnerware and shall use metal silverware. No plastic or paper dinnerware or silverware is permitted.)

and permits service in the outdoor dining area only that would not be subject to breakage, said dinnerware and glassware to be approved by the Town Manager. The license is valid through December 31, 2013, and is subject to the following

6a-5

conditions:

1. Table, chairs and rubbish barrels will not be permitted to be located on the brick paved areas;
2. The licensee shall provide, maintain, and empty as needed, outdoor trash receptacles during the times that the licensed premises are open for business. All trash receptacles shall be covered and trash removed nightly. The location of rubbish (and recycling if appropriate) bins and an operations plan shall be approved by the Public Health Administrator, and the locations of receptacles shall be shown on the plan;
3. The licensee shall be responsible for keeping the portion of the sidewalk subject to an Outdoor Dining License clean and free of dirt, dust, and other debris. If in the opinion of the DPW Director this portion of the sidewalk needs to be power washed from time to time, the licensee shall be responsible for doing so. In addition, the Outdoor Dining Licensee shall be responsible for preventing and/or cleaning up litter from the licensed establishment in areas abutting the licensed premises;
4. The Outdoor Dining area is considered as part of the restaurant and shall comply with Board of Health Regulations. In addition to any other requirements, smoking is prohibited in seasonal outdoor dining areas per Board of Health regulations.
5. Furniture and trash receptacles shall be supplied by the applicant and shall be maintained in a safe and sanitary manner by the applicant.
6. All furniture and trash receptacles must be removed at the end of each season.
7. Furniture and trash receptacles shall be secured during night time hours in a manner acceptable to the Town Manager.
8. In no event shall the placement of outdoor dining furniture, umbrellas, or perimeter barriers restrict pedestrian or wheelchair passage along the public sidewalk of less than four feet in width.
9. Outdoor food preparation shall not be allowed.
10. The Outdoor Dining License shall be considered annually and shall expire on December 31 of each year, subject to renewal. No facilities or furniture shall be placed on the licensed portion of the sidewalk except for the period between April 15 and October 31 of each year.
11. Within the period from April 15 to October 31, upon notification from the Department of Public Works or from Public Safety personnel that weather conditions or work to be performed on the property of the Town requires removal of the outdoor dining furniture, the applicant shall immediately remove all of its property associated with the Outdoor Dining License from the public property.
12. The owner and operator of the restaurant shall sign a License Agreement and shall provide a required Certificate of Insurance before issuance of the License and before commencement of any activities under the License.
13. The Licensee shall provide evidence of insurance as required by the Town Manager and by State Statute. Such insurance shall cover the use of all equipment related to the premises related to the Outdoor Dining License.

6a6

The Comprehensive General Liability Policy shall insure against all claims and demands for bodily injury and property damage with respect to the sidewalk dining facilities and services, and the Town shall be named as an “additional insured” in all policies of such insurance. A liquor liability insurance policy shall also be required. The Licensee (and their heirs, successors and assigns in interest) shall hold harmless, defend and indemnify the Town of Reading and its employees and agents from any responsibility, liability and claims arising out of or related to the operations under the Outdoor Dining License.

14. The Licensee shall comply with all applicable laws (including the sign portions of the Zoning by-laws), rules, regulations, and conditions of other licenses and permits.

The motion was approved by a vote of 4-0-0.

Authorizing Payment of Legal Settlement as Authorized by Town Meeting – TLT – The Town Manager noted that the Chairman needs to sign three copies of the document. The monies are set aside in the school fund.

A motion by Tafoya seconded by West that the Board of Selectmen, acting pursuant to the vote under Article 13 of the April 22, 2013 Annual Town Meeting, approve the Settlement Agreement and Mutual Release and authorize the Chairman to sign said Settlement Agreement on behalf of the Town of Reading; and further, that the sum of \$72,000 is authorized to be paid to TLT Construction Corporation in full and final settlement of the pending litigation was approved by a vote of 4-0-0.

Confirmatory Vote by the Board of Selectmen Re: Eminent Domain Taking of Pearl Street – The Town Manager noted this is to correct a typo in the original Taking which referred to Reading as Rowley.

A motion by Tafoya seconded by West that the Board of Selectmen approve the “Confirmatory Order of Taking, Lot A and Lot B portions of Old Pearl Street” to correct a scrivener’s error on the initial order of taking was approved by a vote of 4-0-0.

Signing of Revised Deeds – Pearl Street/Audubon Road – The Town Manager noted this is related to the previous agenda item.

A motion by Tafoya seconded by Ensminger that the Board of Selectmen approve the signing of the quit claim deed for the sale of a 3,700 square feet of Town owned property to Peter A. Genovese and Patricia A. Genovese; and that the Board of Selectmen approve the signing of the quit claim deed for the sale of a 3,700 square feet of Town owned property to Patricia Crowley. Both deeds correct deeds previously signed by the Board of Selectmen for these two properties, which deeds had to be corrected because of the scrivener’s error on the taking of Old Pearl Street was approved by a vote of 4-0-0.

Review Remote Participation for Public Meetings (per Open Meeting Law) – James Bonazoli noted that this topic was previously discussed. The Town Manager reviewed some of the requirements including the person needs to be well heard and cannot be chairing the meeting. There must be a quorum physically present and all votes are done on a roll call vote. Also, there are five reasons why remote participation is allowed. If the Board adopts then a policy will need to be established that will cover all the Boards, Committees and Commissions.

Marsie West noted that this is a standard in the business environment and feels this is a good idea.

Daniel Ensminger noted this would be a good recruitment tool.

**Approval of Minutes**

**A motion by Tafoya seconded by West to approve the minutes of April 23, 2013 was approved by a vote of 4-0-0.**

James Bonazoli noted that this is Peter Hechenbleikner's last meeting and he thanked him for 26 years of hard work.

**A motion by West seconded by Ensminger that the Board of Selectmen adjourn the meeting at 8:53 p.m. was approved by a vote of 4-0-0.**

Respectfully submitted,

Secretary

628

**Board of Selectmen Meeting  
June 4, 2013**

*For ease of archiving, the order that items appear in these minutes reflects the order in which the items appeared on the agenda for that meeting, and are not necessarily the order in which any item was taken up by the Board.*

The meeting convened at 7:03 p.m. in the Selectmen's Meeting Room, 16 Lowell Street, Reading, Massachusetts. Present were **Chairman James Bonazoli, Secretary Ben Tafoya, Selectmen Daniel Ensminger and Marsie West**, Youth Liaisons Mary Kate Kelley and Eric Johnson, Town Manager Robert LeLacheur, Office Manager Paula Schena, Town Engineer George Zambouras, and the following list of interested parties: Fred Van Magness, Ken Tucei, Mary Beth McDonald, Janet Ehl, Jonathan Fandel, CG Sullivan, Kellie Micale, Michelle Dellanno, Patti Cameron, Bobbie Botticello, June Ewinj, Theresa Wiggins, Karen Gately Herrick, Stephen Herrick, Michelle Mim, Kristen Kinsella, Richard Osterlind, Mary Kastrinos, Christopher Pappey, Lisa Pappey, Monette Verrien, Fred Van Magness Jr., Jeanne Sullivan, Bill Sullivan, Carl Swanson, Michele Lantosca, Kendra Cooper, Beth Burke, Dora Kenyon, Christine Amendola.

**Reports and Comments**

Selectmen's Liaison Reports and Comments – Marsie West noted that the Reading Municipal Light Board chose a new General Manager. She also noted the Globe is doing an article regarding ticks.

Ben Tafoya welcomed Bob LeLacheur to his first official meeting as Town Manager. He noted that the Zoning Board of Appeals is holding a meeting on Thursday night to hear a request for a variance for a senior facility on Main Street.

Daniel Ensminger noted that the Volunteer Appointment Subcommittee will be doing interviews on June 10, 2013.

James Bonazoli thanked everyone for Memorial Day. He attended the RCASA meeting, and the video "Who Cares About Kelsey" is showing tonight for parents, seniors and juniors.

Mary Kate Kelley noted that the Seniors graduated on Sunday. There have been a lot of events and the seniors were very well behaved.

Eric Johnson noted that the Reading Lacrosse team played Wellesley and won 9-5, and the baseball team is playing tonight in Danvers.

Public Comment – Robin Decker, 18 Winter Street, and many of her neighbors were present to complain about the cars cutting through their neighborhood in the morning. They are requesting that Manning, Wilson, and Eaton Streets have their "do not enter" signs removed so they can share the burden. She also requested that the speed limit be lowered to 20 mph.

James Bonazoli noted that the Board cannot lower the speed limit because the state requirement is 30 mph. Town Engineer George Zambouras noted that in order to get the speed limit lower than 30 mph, the road has to have curves.

James Bonazoli noted that the Town Engineer will work with the Safety Officer towards a solution.

Town Manager's Report – The Town Manager gave the following report:

Administrative matters

- ◆ The Town is still taking applications for appointments to the Town's Boards, Committees, and Commissions. The web site has all of the information on opportunities – see the lower right hand of the front page. The BOS VASC will meet June 10<sup>th</sup> and 11<sup>th</sup> to consider applications.
- ◆ We are releasing four sets of Executive Session minutes tonight.
- ◆ The last day to register to vote for the June 25 election is June 5 at Town Hall – the Clerk's office will be open until 8:00 PM on June 5.
- ◆ Sale of Real Estate - proceeds go into Sale of Real Estate fund for use for debt service, capital improvements, or funding unfunded pension liability.
  - The Town has closed on the sales of land at 50 Lothrop (\$305,000) and two small parcels at Pearl & Audubon (\$14,800 total). Proceeds have been added to the Sale of Real Estate Fund.
  - House lot on Pearl/Audubon is out for bid – minimum bid price is \$200,000. For details and bid packet contact the Town Manager's office.
- ◆ The zoning amendments approved at the Special Town Meeting in April have been approved by the Attorney General.

Community Services

- ◆ Reading Housing Production Plan - approved by DHCD (in tonight's packet).
- ◆ Medical Marijuana Treatment Centers – draft zoning language for a Moratorium presented to CPDC.
- ◆ Comprehensive Update of the Zoning By-Law – draft RFP, project outline being developed by staff, including a memo to the Board of Selectmen.
- ◆ Artis Senior Living – Applicant has filed for Site Plan Review, and then will be before the CPDC. Permitting has been expedited, including coordination with ZBA and the Conservation Commission.
- ◆ Perfecto's- Pre-Construction Meeting on 5/30/13 (demolition), applicant submittals are pending.
- ◆ South Main Street Roadway DIET – Grant funds awarded, CTPS site visit last week.
- ◆ Retail Visioning and Façade Improvement Program – next phase by BFSI Committee and EDC.
- ◆ M.F. Charles building is progressing with construction (Building Permit issued last week).

- ◆ Portland Pie nearing completion of construction – coordinating final walk-through related to permitting sign off in the next few weeks.
- ◆ See enclosed for next steps on the 30 Haven Street smoking issue raised by Patricia Hansen.

Library

- Library Building Committee update – Owner's Project Manager contract negotiations nearing completion, I hope to be able to sign off within a week; next up the search for an Architect and Temporary Library Space.

Public Safety

- ◆ Franklin & Main Streets discussion tonight.
- ◆ Ipswich River Rte. 28 bridge repairs – utility conduits discovered in 1904 construction section.
- ◆ Our consultant has completed counts on Main and Salem, Woburn, Pleasant, and Haven. Report due this month to see if we can adjust signal timing to move traffic through better.
- ◆ Ambulance billing – rate setting by State effort (email from Chief Burns in packet).
- ◆ Tonight from 7:00 – 9:00 pm RCASA and the RPS Behavioral Health Task Force are sponsoring "Who Cares About Kelsey" followed by a discussion at the Endslo Performance Arts Center.

Public Works

- Pearl Street taking has been confirmed and recorded at the Registry of Deeds.
- Church snow plowing – letters sent (example in packet).
- West Street – draft TIP is in 30 day comment period, MPO committee to take final vote at their June 27 meeting (Town Engineer will be in attendance). Affirmative vote funds the project in FFY 2014 – October 1, 2013. In preparation, FINCOM Reserve Fund transfer request on June 26 to begin some paper work on land-takings. This should allow construction to begin in the Spring 2014.
- Drainage/sidewalk construction at Town Hall is complete – landscaping is next.
- The Bancroft Avenue tennis court monitoring program is now in effect M-F, 5:00 to 8:00 PM.

Road Improvements - Completed

- Haverhill Street (Wakefield Street to North Reading Town Line).

Roads - In Progress anticipated to be completed first week of June

- Batchelder Road – Roadway reclaimed and binder installed, castings raised, top course not scheduled yet by Contractor.
- Boswell Road – Roadway reclaimed and binder installed, castings raised May 30.
- Irving Street – Roadway reclaimed and binder installed, castings raised May 30.
- Tennyson Circle – Roadway reclaimed, binder installed May 23, castings raised early June.

Roads - In Progress

- Wadsworth Road, Whittier Road, Tennyson Road, Browning Terrace – Reclaimed, binder down last Friday, castings set to be raised this week, final surface then put down. HOWEVER: Late resident interest in some curbing – five residents would pay for installation; many more residents might be interested through a betterment process. Status to be resolved this week - and better planned in the future.

Roads - To be started first week of June

- Howard Street (Summer Avenue to Sigsbee Avenue) – Reclaim.
- Springvale Road (Overlook Road to 300' on Springvale Road) – Reclaim.
- Overlook Road – Reclaim.

Roads - To be scheduled

- Hanscom Avenue (Weston to Hartshorn), Hartshorn Street, Longfellow Road, Oakland Road (after school closes), Tower Road (Winthrop to Bancroft), Weston Road (Parkview to Bancroft), Winthrop Avenue.

Discussion/Action Items

Hearing – FY2014 Compensation and Classification Plan – The Secretary read the hearing notice. Human Resource Administrator Carol Roberts was present.

Carol Roberts noted that four positions are being removed from the Classification Plan – the Permits and Licensing Coordinator, Coordinator of Volunteers, Retirement Board Administrative Assistant, and Data Base Administrator. The Case Worker is being added because the person who was hired is not a licensed social worker. The Compensation Plan has a 1% increase.

Ben Tafoya asked if the Retirement Board Administrator is still here and Carol Roberts indicated she is but she is not 100% Retirement. Ben Tafoya noted it would be helpful to know the Housing Authority Director and Retirement Board Administrator salaries for comparison reasons. It would also be helpful to see their pay increases.

A motion by Tafoya seconded by West to close the hearing on the FY2014 Compensation and Classification Plan was approved by a vote of 4-0-0.

A motion by Tafoya seconded by West to approve the FY2014 Compensation and Classification Plan as presented was approved by a vote of 4-0-0.

Hearing – Change of Officers/Stockholders for Macaroni Grill – The Secretary read the hearing notice. The General Manager of the Macaroni Grill was present.

The Town Manager noted that both the Police and Health Departments give a clean bill of health.

664



**A motion by Tafoya seconded by West that the Board of Selectmen close the hearing on the Change of Officers/Stockholders for Mac Acquisition of Delaware d/b/a Romano's Macaroni Grill, 48 Walkers Brook Drive was approved by a vote of 4-0-0.**

**A motion by Tafoya seconded by West that the Board of Selectmen approve the Change of Officers/Stockholders for Mac Acquisition of Delaware d/b/a Romano's Macaroni Grill, 48 Walkers Brook Drive was approved by a vote of 4-0-0.**

Discussion – Main and Franklin Streets – Fred Van Magness, 243 Franklin Street, noted that residents are frustrated over the inability to correct the many accidents at Main and Franklin Streets. He noted that he has seen cars roll over and cause personal injuries. The Police and Fire respond to the accidents. The Crossing Guard is petrified to be at that intersection. Mr. Van Magness noted that the problem is the site line and he is asking for the help of the Selectmen to correct the problem.

Chief Cormier and Safety Office Christine Amendola were present. Officer Amendola reviewed five years of data for that location. She noted that over the past five years there have been 59 accidents total for an average of 10 per year and 81% were left hand turn accidents. Southbound there have been 32 crashes and northbound there have been 16 crashes.

Town Engineer George Zambouras noted that in 2008 the State found Franklin Street as the problem. The Town requested dedicated turn lanes but that would have involved land takings so some timing changes were made. He also noted that Jeffrey Holmes from the State is present tonight to listen to the comments.

Bobbie Botticelli, 127 Franklin Street, noted there is not a day when she doesn't hear screeching tires. She noted that a lot of times the vehicles end up in the gas station or on the curb at Home Goods. She tells the kids not to go that way because it's so dangerous.

Janet Ehl noted she hasn't used that intersection in a long time because there is no safe time to take that turn.

Jeannie Sullivan noted that she has seen several near misses and her 20 year old avoids that intersection.

Theresa Wiggin noted she has three young children and she won't allow them to walk to Dandi-Lyons anymore because that intersection is so dangerous.

Steve Herrick noted he read the report from the State and they completely missed the point. Northbound and southbound is the problem. All we need to do is add arrows.

A resident noted she was in an accident at that intersection and she noted it is not even safe to walk in that area.

665

A resident noted that one of the criteria's for a stop sign is if you cannot see the conflicting traffic that a stop sign is warranted so why not a stop light.

A resident noted that her husband is afraid of that intersection and she won't let her kids walk to Dandi-Lyons either.

George Zambouras noted that the next step would be to formalize in writing to the State. He noted that the District Engineer has been very responsive so far.

Marsie West asked how long it will take and Mr. Zambouras noted that he wasn't sure. He noted that the previous study was not done by Mass Highway, it was done by MAPC and the data came from the Registry of Motor Vehicles.

Daniel Ensminger suggested they add a split phase arrow.

Jeffrey Holmes noted that the timing depends on whether parts need to be ordered and time to gather information could take one to two weeks to determine the problem. He noted that the safety component was missing from the study that was done by MAPC.

Kendra Cooper requested that the traffic count be done before the kids were out of school for the summer.

Karen Herrick noted that the other intersections in either direction have left hand turn lanes.

Fred Van Magness noted the solution is simple, just stop the southbound and let the northbound lane have free access. Mr. Van Magness requested an update every 30 days and asked who would be the focal point.

James Bonazoli noted that Town Engineer George Zambouras would be the focal point and the Selectmen will send a letter and copy it to Representatives Brad Jones, James Dwyer, and Katherine Clark.

Consideration of All Way Stop at Birch Meadow and Oakland Road - George Zambouras noted that they will need more time for the traffic study because there was a problem with the traffic counter. He noted that there are specific warrants to be met to install stop signs. Placing a sign in the wrong location could make the Town liable. The count on Oakland Road is a little under 3,000 and on Birch Meadow it is a little over 5,000. It would appear that the stop sign would go on Oakland Road – the lesser road.

Consideration of All Way Stop at Fairview and Sunnyside – Daniel Ensminger noted that the root of this problem is speed. The Traffic counts were 725 on Sunnyside and 313 on Fairview.

James Bonazoli noted there was a letter in the handout about Poet's Corner and curbing. George Zambouras noted that it is a little bit late in the game but a lot of the people decided they want a betterment. The binder will not be a problem. He noted that the blue properties

666

on the chart say yes and the others say no. George Zambouras noted if the Board wanted to move forward with this they would have to hold a hearing and then take it to Town Meeting.

Acceptance of Easements – Curtis and Walnut – The Town Manager noted that this concludes Town Meeting action.

**A motion by Ensminger seconded by West to accept the drainage easements at 152 and 156 Walnut Street as authorized by Article 8 of the 2012 Subsequent Town Meeting was approved by a vote of 4-0-0.**

Discussion – Street Numbering – Bob LeLacheur noted the goal is to bring our addressing standard up to date.

George Zambouras noted that the addressing is needed for emergency response and GIS reporting. The Engineering Department has been issuing addresses since the 1930's. We do not have addresses for vacant lots. Johnson Woods is an all private road and no names. Pulte wanted apartment numbers in the 100's but Engineering went to the 1000's to get us into the future. The appendix said rear but it should say road.

Bob LeLacheur noted that we will also add visible addresses from the road.

Presentation on Concept for On-Premises Beer and Wine License – “Paint and Sip” – Judy Barolak noted that she wants to establish paint and sip at a studio offering painting with background music and be able to sip beer and wine. Food service would be a hindrance. There is one in Newton and they have an amended beer and wine license without food. She noted that downtown Reading is the perfect location but this would require an amended beer and wine license.

Bob LeLacheur noted that RCASA Director Erica McNamara cautions what other doors this may open but would suggest allowing one until the end of the year.

Ben Tafoya requested this be reviewed by Town Counsel to determine if this can be done without changing the policy.

Review Goals – Bob LeLacheur noted that the Board needs to meet to set goals. He noted that goals are new or important things, but not the only thing that employees do. The Board determined they would discuss goals at their June 18<sup>th</sup> meeting and also June 19<sup>th</sup> if needed.

**A motion by Ensminger seconded by West to adjourn the meeting at 9:52 p.m. was approved by a vote of 4-0-0.**

Respectfully submitted,

Secretary

667

HC BOS

**Schena, Paula**

---

**From:** LeLacheur, Bob  
**Sent:** Wednesday, June 26, 2013 12:48 PM  
**To:** Schena, Paula  
**Subject:** FW: Reading Garden Club Adopt an island program  
**Attachments:** contest letter to participantas.pdf; Rules to Adopt an Island Contest 2013.docx

For 7/9 BOS packet

---

**From:** Jane Fiore [[mailto:fiore\\_j5@verizon.net](mailto:fiore_j5@verizon.net)]  
**Sent:** Wednesday, June 26, 2013 11:59 AM  
**To:** Town Manager  
**Subject:** Reading Garden Club Adopt an island program

Hi Bob,  
Again congratulations on your new position as our Town Manager.

As you know, the Town of Reading and the Reading Garden Club work together to coordinate the Adopt an Island Program to work toward the beautification o f Reading.

This year the Adopt an island Committee will be holding an island contest. The island will be judged by class on August 1st.

Please the information attached to the Board of Selectmen. I have included the letter and the contest rules we have sent to all the volunteers that take care of the 100 islands/barrels throughout town.

Thank you

Jane Fiore

gal



Reading Garden Club  
Adopt an island Committee  
P.O. Box 434  
Reading MA 01867

June 20, 2013

Dear Adopt an Island Participant:

Thank you for all your time and treasure in keeping the traffic islands and decorative barrels beautiful for our Town of Reading.

For the past 18 years Reading Volunteers have kept the islands beautiful. Today there are 100 sites. The sites are so varied and creative the Reading Garden Club Adopt an Island Committee are honoring all islands by sponsoring an Adopt an Island Contest this summer!

The judging will be done on August 1, 2013 by judges representing area Garden Clubs and community members totaling 6 judges. The judging will be done on August 1 rain or shine. Winners will be notified that evening. Publicity photos of the winning sites and their caretakers will be taken on Saturday, August 3.

Please note:

1. Your site will be judged within your class.
2. The classes are:
  - Barrels*
  - Businesses, clubs/organizations,*
  - Individuals, families*
  - Professional landscapers*
3. The winner of each class will receive a \$50 gift certificate from Mahoney's Garden Center, second place winners receive a \$25 gift certificate from Mahoney's Garden Center.
4. First, second and honorable mention winning barrel/islands will have ribbons attached to the signs.

Enclosed please find a copy of the contest rules. If you have any question do not hesitate to email the Adopt and Island Committee at [adopt.an.island.reading@gmail.com](mailto:adopt.an.island.reading@gmail.com) or call Jane Fiore at 781-944-8570.

Thank you for all your work, happy gardening and good luck!

Sincerely

The Adopt an Island Committee

902



### Rules to Adopt an Island Contest 2013

1. Judging will take place on August 1
2. Each island will compete within its own class
  - Barrels
  - Businesses, Clubs and Organizations
  - Families and Individuals
  - Professional Landscapers
3. 3 judges will confer and score on each island
4. Judges will score ( max of 5 pts) on each of the items below
  - Condition of plants
  - No weeds
  - Originality and design
  - Overall appearance
5. Winners, second place and honorable mention will be notified by email/phone that evening
6. Prizes will be Mahoney gifts certificates for all category 1<sup>st</sup> and 2<sup>nd</sup> places with a ribbon placed at the winning sites. Honorable mention ribbons will be placed on the 4 sites awarded.
7. Photos of island and the caretaker will be taken on Saturday August 3.

Contact:

Jane Fiore 781-944-8570

[Fiore\\_j5@verizon.net](mailto:Fiore_j5@verizon.net)

4c BOS

**Schena, Paula**

---

**From:** LeLacheur, Bob  
**Sent:** Monday, July 01, 2013 7:01 AM  
**To:** Schena, Paula  
**Subject:** FW: tobacco compliance checks

For BOS 7/9 meeting

---

**From:** Ruth L. Clay in Melrose  
**Sent:** Friday, June 28, 2013 1:52 PM  
**To:** LeLacheur, Bob; Delios, Jean; McNamara, Erica; Andrew Friedmann (DEP) ([derwuestenfuchs@yahoo.com](mailto:derwuestenfuchs@yahoo.com)); Barbara Meade ; David Singer  
**Cc:** Foley, Darlene  
**Subject:** tobacco compliance checks

All tobacco establishments received a compliance check yesterday and all passed.

Ruth

Ruth L. Clay, MPH  
Health Director  
City of Melrose 781-979-4133  
Town of Wakefield 781-246-6375  
Town of Reading 781-942-9061

Please take a moment to help us improve your experience with City services.  
<https://www.surveymonkey.com/s/MelroseCustomerSurvey>

4C BOS

**Schena, Paula**

---

**From:** LeLacheur, Bob  
**Sent:** Tuesday, July 02, 2013 10:09 AM  
**To:** Schena, Paula  
**Subject:** FW: off leash dog walking

For 7/9 BOS packet – I also have other materials I'll add later today to that packet.

**Robert W. LeLacheur, Jr. CFA**

*Town Manager*

*Town of Reading*

*16 Lowell Street*

*Reading, MA 01867*

[townmanager@ci.reading.ma.us](mailto:townmanager@ci.reading.ma.us)

*(P) 781-942-9043*

*(F) 781-942-9037*

[www.readingma.gov](http://www.readingma.gov)

*Please fill out our brief customer service survey at:*

<http://readingma-survey.virtualtownhall.net/survey/sid/8cebfd833a88cd3d/>

**Town Hall Hours:**

**Monday, Wednesday and Thursday: 7:30 a.m - 5:30 p.m.**

**Tuesday: 7:30 a.m. - 7:00 p.m.**

**Friday: CLOSED**

---

**From:** [nlittleh@bidmc.harvard.edu](mailto:nlittleh@bidmc.harvard.edu) |  
**Sent:** Tuesday, July 02, 2013 8:36 AM  
**To:** Reading - Selectmen  
**Cc:** [townforest.preserve@gmail.com](mailto:townforest.preserve@gmail.com)  
**Subject:** off leash dog walking

Hello

I have been a Reading resident since 1981. It is wonderful to have a passive recreation area for me, my family and my dog. I particularly like that I can walk my dog off leash there. The town forest is a wonderful time for us to meet other families with dogs and we get joy watching the kids and dogs play together. I have made some nice adult connections there as well. I also feel safe there when I am with my dog and walking alone. I don't think I would feel that way if I were without him or if he were on a leash.

I know that there is some discussion regarding off leash pets at the town forest. The bottom line for me is that this is the only place in town I can bring my dog off leash. People who do not have dogs or want to use a leash have other options. I don't. My dog doesn't.

I appreciate that Reading is a town that is very focused on its children and youth and I understand that there have been complaints that the dogs bother the children. I have not witnessed this. In fact, I have seen most owners call their dogs to them when I approach. And again, people without dogs have other options. Lots of them. We don't.

Finally, I enjoy taking care of the woods. I pick up trash, move branches, etc. It is a nice haven for me and I would like to be able to continue to use it "as is."

9C1



Thank you,  
Nancy

---

*Nancy A. Littlehale MSN, WHNP-BC*  
*Nurse Practitioner*  
*Beth Israel Deaconess Medical Center*  
*Breast Imaging*  
*617.667.1626*

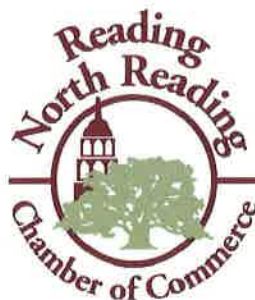
---

This message is intended for the use of the person(s) to whom it may be addressed. It may contain information that is privileged, confidential, or otherwise protected from disclosure under applicable law. If you are not the intended recipient, any dissemination, distribution, copying, or use of this information is prohibited. If you have received this message in error, please permanently delete it and immediately notify the sender. Thank you.

Schena, Paula

**From:** LeLacheur, Bob  
**Sent:** Tuesday, July 02, 2013 10:08 AM  
**To:** Reading - Selectmen  
**Cc:** Schena, Paula  
**Subject:** FW: RNR Chamber of Commerce Message from the President

**From:** RNR Chamber of Commerce President, Gino Molettieri [<mailto:irene@readingnreadingchamber.ccsend.com>] **On**  
**Behalf Of** RNR Chamber of Commerce President, Gino Molettieri  
**Sent:** Tuesday, July 02, 2013 9:50 AM  
**To:** Town Manager  
**Subject:** RNR Chamber of Commerce Message from the President



## ***RNR Chamber of Commerce Message from the President***

Dear Chamber Members -

I wanted to share with you that our Executive Director, Julie Higgins, is stepping down from her position on July 31st. As can be expected when you have a talented person at the head of your organization there are many opportunities that get presented to them. Julie has been presented an opportunity that professionally is too good to pass up and thus she is moving on.

While we hate to see Julie leave us, I consider the Chamber very lucky to have had her talents for the last year. Julie has done an excellent job of increasing the Chambers exposure in our communities and starting the process of restoring the roots of what has made the Chamber so valuable to our business'. She has spent the last year meeting our members and giving them a voice, welcoming new business' and showing the value of the Chambers Buy Local initiative, she has been present in our communities events and is a terrific partner with the other organizations in our communities. In Julie's short time with us she certainly has done a great job of becoming the voice and face of the Chamber, always bringing new ideas, events and business workshops to our membership. While I hate to see her move on, I thank Julie for her commitment and time to us and I wish her all the success in her new endeavor. We will have Julie with us through our Golf

Tournament on July 26th, what a great way to come out and wish her well so please consider joining us as we have one last event with Julie!

Our Executive Committee has started the search process for Julie's replacement. The Chamber has a strong and committed Board of Directors and we will continue to move forward as we create our next chapter. If you should know of any candidates to fill this dynamic position, please feel free to reach out and let us know. Our main goal as a Board is to ensure that the value of the Chamber to our members continues to be strong as we navigate through our search.

If you have any questions please feel free to contact me.

Have a safe and Happy 4th of July!

Regards,

Gino P. Molettieri  
President  
Reading North Reading Chamber of Commerce

[Forward this email](#)



This email was sent to [townmanager@ci.reading.ma.us](mailto:townmanager@ci.reading.ma.us) by [rnrchambercom@aol.com](mailto:rnrchambercom@aol.com) | [Update Profile/Email Address](#) | Instant removal with [SafeUnsubscribe™](#) | [Privacy Policy](#).  
RNR Chamber of Commerce | PO Box 771 | Reading | MA | 01867

4c BOS

## Schena, Paula

---

**From:** LeLacheur, Bob  
**Sent:** Tuesday, July 02, 2013 3:32 PM  
**To:** Schena, Paula  
**Subject:** FW: Resident of Harvest Road Road Concerns

For BOS packet

-----Original Message-----

**From:** Zager, Jeff  
**Sent:** Tuesday, July 02, 2013 2:15 PM  
**To:** Amy Guevara  
**Cc:** LeLacheur, Bob; Zambouras, George  
**Subject:** RE: Resident of Harvest Road Road Concerns

Amy;

All town departments, (including emergency police and fire), are well aware of the non-vehicle access status of this bridge structure.

The current structure is inspected on an ongoing basis to ensure its safety for foot traffic.

The town current has a engineering study in progress to look at the status of its streams/ rivers, as well as any structures over them.

Preliminary estimates for the bridge repair for vehicular traffic is in the area of \$750,000.

At the present time there is no funding to reopen this bridge, however I will share your concerns with the town leadership, including the Town Manager.

Thank you for your input.

Jeffrey T. Zager  
16 Lowell Street  
Reading MA 01867

Tel: 781-942-9077  
Fax: 781-942-9081

Please let us know how we are doing - fill out our brief customer service survey at <http://readingma-survey.virtualtownhall.net/survey/sid/19ab55aed08fbc96/>  
web: [www.readingma.gov](http://www.readingma.gov)  
[jzager@ci.reading.ma.us](mailto:jzager@ci.reading.ma.us)

-----Original Message-----

**From:** Amy Guevara [  
**Sent:** Tuesday, July 02, 2013 12:48 PM  
**To:** Zager, Jeff  
**Subject:** Resident of Harvest Road Road Concerns

Hello,

9el

I was told by Engineering to contact you in regards to our dilemma. My name is Amy, my husband and I along with our young son live on Harvest Road in Reading. We have been living here for 7+ years, when we purchased our house the bridge was open, and then was shut down and considered "condemned" due to rotting, and unsafe circumstances. Up until now it hasn't bothered us, but I am 9 months pregnant and our son is 2, we recently had to have the fire department come as well as police, they had no idea how to get to our home. The literally parked on other side of bridge and walked over. They said we should without a doubt address this. They called to tell us they "red flagged" our home on both their systems. And to further this for safety reasons. Is there any way at all to have the bridge opened back up? I understand it's a lot of money, but I feel it's a safety concern, also people are constantly walking across it, with pets, baby carriages, on foot, and bicycles...Can that even be safe? It literally looks like it could crumble. Thank for your time.

Amy Guevara

Sent from my iPhone

Sent from my iPhone

4c BOS

**Schena, Paula**

---

**From:** LeLacheur, Bob  
**Sent:** Wednesday, July 03, 2013 7:48 AM  
**To:** Schena, Paula  
**Subject:** FW: Buffer Zone Ordinance: 30-54 Haven Street

For BOS packet 7/9

**Robert W. LeLacheur, Jr. CFA**

*Town Manager*

*Town of Reading*

*16 Lowell Street*

*Reading, MA 01867*

*[townmanager@ci.reading.ma.us](mailto:townmanager@ci.reading.ma.us)*

*(P) 781-942-9043*

*(F) 781-942-9037*

*[www.readingma.gov](http://www.readingma.gov)*

*Please fill out our brief customer service survey at:*

*<http://readingma-survey.virtualltownhall.net/survey/sid/8cebfd833a88cd3d/>*

**Town Hall Hours:**

**Monday, Wednesday and Thursday: 7:30 a.m - 5:30 p.m.**

**Tuesday: 7:30 a.m. - 7:00 p.m.**

**Friday: CLOSED**

---

**From:** Christine Hansen  
**Sent:** Tuesday, July 02, 2013 10:17 PM  
**To:** Reading - Selectmen  
**Subject:** Fwd: Buffer Zone Ordinance: 30-54 Haven Street

**From:** Christine Hansen <[hansc643@yahoo.com](mailto:hansc643@yahoo.com)>  
**Date:** June 19, 2013, 9:14:55 PM EDT  
**To:** "<[jbonazoli@ci.reading.ma.us](mailto:jbonazoli@ci.reading.ma.us)>" <[jbonazoli@ci.reading.ma.us](mailto:jbonazoli@ci.reading.ma.us)>  
**Cc:** "<[townmanager@ci.reading.ma.us](mailto:townmanager@ci.reading.ma.us)>" <[townmanager@ci.reading.ma.us](mailto:townmanager@ci.reading.ma.us)>, "<[jarena@ci.reading.ma.us](mailto:jarena@ci.reading.ma.us)>" <[jarena@ci.reading.ma.us](mailto:jarena@ci.reading.ma.us)>, "<[btafoya@ci.reading.ma.us](mailto:btafoya@ci.reading.ma.us)>" <[btafoya@ci.reading.ma.us](mailto:btafoya@ci.reading.ma.us)>, "<[densminger@ci.reading.us](mailto:densminger@ci.reading.us)>" <[densminger@ci.reading.us](mailto:densminger@ci.reading.us)>, "<[mwest@ci.reading.ma.us](mailto:mwest@ci.reading.ma.us)>" <[mwest@ci.reading.ma.us](mailto:mwest@ci.reading.ma.us)>, "<[rclay@ci.reading.ma.us](mailto:rclay@ci.reading.ma.us)>" <[rclay@ci.reading.ma.us](mailto:rclay@ci.reading.ma.us)>, "<[joshstevensppc@gmail.com](mailto:joshstevensppc@gmail.com)>" <[joshstevensppc@gmail.com](mailto:joshstevensppc@gmail.com)>  
**Subject:** Buffer Zone Ordinance: 30-54 Haven Street

Mr. Bonazoli,

I am following up with a recent request presented to the Board of Selectman by Patricia Hansen and I relative to a buffer zone around 30-54 Haven Street, Reading to address smoking. The request for a buffer zone and enforcement were made during the Public Comment portion of your agenda on May 21, 2013.

I followed up with Ruth Clay, Public Health Director on or about May 30, 2013.

9f1

I also explored the topic with legal counsel and research for the Department of Public Health, Commonwealth of Massachusetts. Counsel for DPH indicated that "buffer zone" ordinances exist in numerous communities (Arlington, Cambridge, et al) with outside dining. Counsel noted that without such an ordinance "someone smoking may stand directly outside a rope line or fence puffing directly into tables of patrons."

I requested sample ordinances and a list of communities from the Department in order to support such an ordinance in Reading.

I would welcome further discussion with the Department of Public Health and Board of Selectman in order to ensure a healthy environment for residents, retailers, children, patients and patrons in and around 30-54 Haven. I may be reached at 781-944-7087 or [hansc643@yahoo.com](mailto:hansc643@yahoo.com)

Cordially,  
Christine Hansen  
2008, 30 Haven Street  
Reading, MA 01867

July 1, 2013

Dear Selectmen,

I'm writing in regards of the use of the Town Forest for "off-leash" dog walking. We are relatively new dog owners - we've had our dog for just a year. I would say one of the biggest highlights of having a dog has been taking him to the TF. Since we started going at the first of September I have probably only missed 5 days in the forest. We're in there everyday whether rain, snow, freezing temperatures or swelteringly hot weather! From what I can tell at least 90% if not even closer to 99% of people in the TF are dog walkers!

Before we had a dog I had been in the TF exactly twice. The first time was with a friend who had a dog. The second time I brought my family. Nobody had any interest in going back until we got our dog. Now it's become such a magical place for them. It's the one place they can really run free with the dog and in the process they've come to love the TF as I have.

Sometimes I feel like this issue has been boiled down to dogs vs. people, but behind every dog there is a person who's going to the forest to enjoy the beauty and just a lovely time of walking unhindered with their dog. I see families, senior citizens, joggers, individuals and groups that meet specifically, all there to walk their dogs. Of the few times I have seen people without dogs there has never once been an issue. Most people seem to want to interact with the dogs even if they don't have one.

Sadly, if the TF required the dogs to be leashed I just wouldn't go there much. I go to the forest BECAUSE I can let my dog go free. I know there are a few who go in without dogs, but from what I've experienced this year it's the dog walkers that care for the forest everyday of the year. I've seen dog walkers in there clearing the paths, picking up trash, finding lost things (one dog walker found my lost iphone and returned it to me) and looking after the wild life.

I hope this gives you an idea of what a vital part of my life the TF has come to mean for me and my family - and my dog too!

Best Regards,

Susan McFarland  
457 Franklin St.  
Reading, MA 01867  
(781) 315-7209



4c BOS

**Schena, Paula**

---

**From:** LeLacheur, Bob  
**Sent:** Wednesday, July 03, 2013 7:47 AM  
**To:** Schena, Paula  
**Subject:** FW: Town Forest

For BOS packet 7/9

**Robert W. LeLacheur, Jr. CFA**

*Town Manager*

*Town of Reading*

*16 Lowell Street*

*Reading, MA 01867*

*[townmanager@ci.reading.ma.us](mailto:townmanager@ci.reading.ma.us)*

*(P) 781-942-9043*

*(F) 781-942-9037*

*[www.readingma.gov](http://www.readingma.gov)*

*Please fill out our brief customer service survey at:*

*<http://readingma-survey.virtualltownhall.net/survey/sid/8cebfd833a88cd3d/>*

**Town Hall Hours:**

**Monday, Wednesday and Thursday: 7:30 a.m - 5:30 p.m.**

**Tuesday: 7:30 a.m. - 7:00 p.m.**

**Friday: CLOSED**

---

**From:** Alison Mitchell [<mailto:alisonmitchell@comcast.net>]

**Sent:** Tuesday, July 02, 2013 9:35 PM

**To:** Reading - Selectmen

**Subject:** Town Forest

I have been a resident of Reading for 20 years. During those years I have supported many of the issues that have arisen because it was what the community in Reading needed. The new elementary school, the field house, the fields and playgrounds. All of the school funding. Even when my taxes were increased, even though I do not have children utilizing these services. I have always and will continue to support these community initiatives that I personally do not use. Now the only resource in Reading that I do utilize, the town forest, may have unnecessary restrictions added.

I am a responsible dog owner who most days of the year exercise my dog off leash in the town forest. Creating snow shoe trails in the snow during the winter, watching the birds return while cleaning up the trails in the spring, enjoying the summer heat while keeping an eye out for the dry brush and then enjoying the beautiful fall colors. All of this walking with fellow dog walkers. All of us are the eyes and ears of the forest. We are the ones that clean up any trash left in the forest, the ones that clear the trails, the ones that report or douse a fire before it causes damage, the ones who talk to the teens that are caught drinking, the ones that guide the new walkers (with or without dogs) around the trails.

My 14 year old dog and I have never had any or witnessed any incidents in the forest. We meet and exercise with a wide variety of Reading residents. Most are dog walkers, and a few weekends a year we meet the scouts. The younger scouts always run out ask the dog's name, can they pet them, do they do any

tricks. Occasionally in the summer, we meet families, riding their bikes enjoying nature some with dogs some without.

As a citizen of Reading, a steward of the forest, I hope you will support the town forest by recognizing the value the dog walkers bring to the forest and ensure the only resource I utilize in the town remains available for me and my obedient off leash dog.

Sincerely,  
Alison Mitchell  
1063 Main St  
Reading